



Wylie City Council

NOTICE OF MEETING

Regular Meeting Agenda

April 26, 2011 – 6:00 p.m.

Wylie Municipal Complex – Council Chambers
300 Country Club Road, Building #100

Eric Hogue	Mayor
M. G. "Red" Byboth	Mayor Pro Tem
David Goss	Place 1
Kathy Spillyards	Place 3
Bennie Jones	Place 4
Rick White	Place 5
Carter Porter	Place 6
Mindy Manson	City Manager
Richard Abernathy	City Attorney
Carole Ehrlich	City Secretary

In accordance with Section 551.042 of the Texas Government Code, this agenda has been posted at the Wylie Municipal Complex, distributed to the appropriate news media, and posted on the City website: www.wylietexas.gov within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Wylie website: www.wylietexas.gov.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.

The Wylie Municipal Complex is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972-516-6020.

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

- Presentation of 5th 6 Weeks Star Students - Fairness
- Nik Molina from Birmingham Elementary won the raffle for Mayor for a Day.

CITIZENS COMMENTS ON NON-AGENDA ITEMS

Residents may address Council regarding an item that is not listed on the Agenda. Residents must provide their name and address. Council requests that comments be limited to three (3) minutes. In addition, Council is not allowed to converse, deliberate or take action on any matter presented during citizen participation.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. Consider, and act upon, approval of the Minutes of the April 12, 2011 Regular Meeting of the Wylie City Council. (C. Ehrlich, City Secretary)**
- B. Consider and place on file the City of Wylie Monthly Investment Report for March 31, 2011. (L. Bantz, Finance Director)**
- C. Consider and place on file, the Monthly Revenue and Expense Report for the City of Wylie as of March 31, 2011. (L. Bantz, Finance Director)**
- D. Consider and place on file, the Monthly Revenue and Expense Report for the Wylie Economic Development Corporation as of March 31, 2011. (S. Satterwhite, Executive Director)**
- E. Consider, and act upon, Ordinance No. 2011-11 amending Subsection A (Building, Plumbing, Mechanical and Electrical Permit Fees) of Section III (Construction Permit and Fees) of Appendix C of the Wylie Code of Ordinances (Wylie Comprehensive Fee Schedule); Providing for a Penalty for the Violation of this Ordinance; Providing for Repealing, Savings and Severability Clauses; Providing for the Publication of the Caption of this Ordinance and Providing for an Effective Date. (M. McAnnally, Building Inspections Director)**

REGULAR AGENDA

Presentation

Presentation by North Texas Municipal Water District concerning the district's request of Member Cities and Customers to initiate Stage 1 of the Drought Contingency Plan. (Mike Whitman, NTMWD)

- 1. Consider, and act upon, the implementation of Section 114-96 (a), (2), b, and e of Stage 1 of the City's Drought Contingency Plan. (M. Sferra, Public Services Director)**

Executive Summary

On March 25, 2011, the North Texas Municipal Water District (NTMWD) took action to initiate Stage 1 of the NTMWD Water Conservation and Drought Contingency and Water Emergency Response Plan effective April 19, 2011. Stage 1 of the Plan is being implemented as a result of invasive zebra mussels being found in Lake Texoma and the temporary loss of the Lake Texoma raw water supply by NTMWD. The infestation of zebra mussels in Lake Texoma has resulted in a loss of 22.5% of the NTMWD's total raw water supply. Zebra mussels are not harmful to humans and do not contaminate the water supply; however, they do attach to water facilities and pipes that pump water causing increased operating and maintenance costs. NTMWD is working with state and federal agencies to minimize zebra mussels from being transferred from Lake Texoma into the Trinity River basin and ultimately southward to the Gulf of Mexico.

2. **Consider, and act upon, authorizing the City Manager to enter into a contract with Land Design Partners-DFW, Inc. in the amount of \$59,290 for professional services related to the City of Wylie Trails Master Plan. (M.Sferra, Public Services Director)**

Executive Summary

On February 22, 2011, City Council authorized the City Manager to negotiate a professional services contract with Land Design Partners-DFW, Inc. for the City of Wylie Trails Master Plan. This approval followed a formal RFP process and presentation to City Council by the two highest-ranking firms identified in the RFP process. Funds for developing a Trails Master Plan were included in the annual budget for fiscal year 2011. The 2010 City of Wylie Parks, Recreation and Open Space Master Plan identifies the number one outdoor facility priority as being hike and bike trails. The intent of this new Trails Master Plan will be to study the feasibility of a trails network within the entire City. The Trails Master Plan will be a tool that City officials can use to plan and coordinate future improvements for trails and associated infrastructure by various City departments. Land Design Partners-DFW, Inc. submitted a proposal and conferred with staff to discuss the project scope and fees. The City Attorney's office has reviewed the contract document to make sure it satisfies all City requirements.

3. **Consider, and act upon, Resolution No. 2011-09(R) authorizing the City Manager to execute an Agreement with the Texas Department of Transportation for the furnishing, installing, and maintenance of traffic signal preemption equipment.**

(C. Holsted, Planning Director)

Executive Summary

On December 14, 2010 Council approved an agreement with Lee Engineering for the design of traffic signal opticom detection upgrades. Opticom equipment allows emergency vehicles to preempt the normal operation of traffic lights which stops conflicting traffic and gives the emergency vehicle the right of way. The City of Wylie currently has seven traffic signals which do not have Opticom equipment installed. The intersections are FM 544 and Westgate, FM 544 and SH 78, SH 78 and Alanis, SH 78 and Westgate, SH 78 and Ballard, SH 78 and Brown, and SH 78 and Spring Creek. These signals are owned by TxDOT and we have submitted the final engineering plans for the installations.

4. **Consider, and act upon, Resolution No. 2011-10(R) designating the Finance Director, the City Manager and the Assistant Finance Director as authorized representatives to invest City funds in the TexPool Local Government Investment Pool and authorizing the Accountant selected information authority.**

(L. Bantz, Finance Director)

Executive Summary

The City currently utilizes TexPool as an investment option. TexPool is a local government investment pool under the oversight of the Comptroller of Public Accounts. Administrative and investment services are provided to TexPool by Federated Investors, Inc. The City has been a TexPool participant for many years and has received excellent service.

5. **Consider, and act upon, Ordinance No. 2011-12 amending Ordinance No. 2010-17 (2010-2011 Budget) for proposed mid-year amendments for fiscal year 2010-2011.**

(L. Bantz, Finance Director)

Executive Summary

The mid-year budget amendments are generally intended to cover unanticipated and/or unavoidable revenue and expenditure adjustments to the adopted budget. The detail is attached for the requested items which are located within the General Fund, Utility Fund, Emergency Communications, 4B Fund, Wylie Economic Development Corporation, and the Fire Training Center Fund. The requests are further defined as neutral (matching revenues to expenditures), revenue increases, or expenditure increases.

6. **Consider, and act upon, Resolution No. 2011-13(R) approving an Impact Fee Agreement between the City of Wylie and the Wylie Economic Development Corporation.**
(S. Satterwhite, WEDC Executive Director)

Executive Summary

The Wylie Economic Development Corporation Board of Directors formally requests that the Wylie City Council consider reducing thoroughfare impact fees associated with the construction of a 96,000 square foot industrial facility located at 1405 Martinez Lane. As part of the Ascend Custom Extrusion project which is a public private partnership between Ascend and the WEDC, a \$15 million investment is being made in Wylie along with the initial creation of seventy-five jobs up to two hundred within three to five years. As a component of the project, the WEDC is developing the real property improvements and will lease the same back to Ascend.

7. **Consider and act upon Resolution No. 2011-14(R) rejecting the bids for Community Park Improvements.**

Executive Summary

Bids for Community Park Improvements were received on Wednesday, April 20, 2011. The lowest base bid exceeds the amount of budgeted funding for the project. After discussion with the consultant, staff is recommending that the bids be rejected.

READING OF ORDINANCES

Title and caption approved by Council as required by Wylie City Charter, Article III, Section 13-D.

WORK SESSION

- **Annual Building Inspections Department Overview** *(M. McAnnally, Building Inspections Director)*
- **Planning the Grand Opening of the Wylie Municipal Complex.** *(City Council)*

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this 21st day of April 2011 at 5:00 p.m. as required by law in accordance with Section 551.042 of the Texas Government Code and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of Wylie website: www.wylietexas.gov.

Carole Ehrlich, City Secretary

Date Notice Removed



Wylie City Council

Minutes

Wylie City Council Meeting

Tuesday, April 12, 2011 – 6:00 p.m.

Wylie Municipal Complex – Council Chambers

300 Country Club Road, Bldg. 100

Wylie, TX 75098

CALL TO ORDER

Announce the presence of a Quorum.

Mayor Eric Hogue called the meeting to order at 6:00 p.m. with the following Wylie City Council members present: Councilwoman Kathy Spillyards, Councilman Carter Porter, Councilman Rick White, Councilman David Goss, and Councilman Bennie Jones. Mayor pro tem Red Byboth was absent.

Staff present were: City Manager, Mindy Manson; Assistant City Manager, Jeff Butters; Fire Chief, Randy Corbin; Police Chief, John Duscio; Finance Director, Linda Bantz; City Engineer, Chris Holsted; City Secretary, Carole Ehrlich; Public Information Officer, Craig Kelly, and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor Hogue asked for a moment of silence in honor of Lieutenant Robert Welch, a Wylie resident who had lost his life in Afghanistan. He reported this was the first Wylie resident who was lost in military service to the United States since the Vietnam War.

Mayor Hogue gave the invocation and Councilman Jones led the Pledge of Allegiance.

PRESENTATIONS

- Proclamation Telecommunicator Week.

Mayor Hogue, Police Chief Duscio and Fire Chief Corbin presented a proclamation designating April 11-17 as Telecommunicator Week to Wylie Dispatch personnel. Chief Corbin explained that the 9-1-1 dispatcher answers the initial emergency calls and are really the “first responders” too. They work long hours, holidays and weekends, and are poised under pressure in times of distress. Telecommunicators present included: Tristan Wissinger, Barbara Morrow and Albert Allen. Mayor Hogue thanked them for their dedication.

- **Proclamation Tornado Awareness Month.**

Mayor Hogue read a Proclamation designating the month of April as Tornado Awareness Month. Chief Corbin asked every to be vigilant of inclement weather. Corbin noted the outside sirens were to warn residents outside their homes to seek shelter. The sirens were not intended for residents in the home but recommended residents subscribe to the Nixle program to get up to minute coverage of tornado spottings.

- **Annual Presentation by Community Waste Management.**

CWD General Manager J. B. Sweeney presented a short report regarding the annual status and activities of solid waste service for the City. They noted that recycling in the city had shown an increase over the past year. He also reported complaints for solid waste were down over the past year. CWD President Greg Roemer was also in attendance.

- **Recognize the accomplishment of Officer Brenda Martin and Caro K-9.**

Mayor Hogue and Police Chief Duscio presented Officer Brenda Martin and her K-9 Caro. He explained that Officer Martin and K-9 Caro attended the United States Police Canine Association trials in Conroe, TX. All canine units working for the law enforcement agencies are required to demonstrate their abilities at an annual certification process involving a variety of single and combined skill demonstrations. Officer Martin and K-9 Caro brought home the, first place for Patrol Dogs, the Zantos trophy and the Top Dog trophy for the overall competition. The Zantos trophy is named after a former Garland Police dog and the trophy is given for the top score in criminal apprehension and obedience.

Chief Duscio explained that Officer Martin has handled police dogs for the past 11 years and had won Top Dog before with her first partner, Carlo.

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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Bobby Heath representing the Wylie Downtown Merchants Association addressed council regarding signs and banners in the downtown area. Mayor Hogue directed staff to meet with Mr. Heath about the issues.

Don Hallum representing WASA, Inc. addressed council requesting that they attend the Joey Riley Comedy Review to be held April 14, 2011 at 7:30 pm at the First Baptist Events Center. Funds raised will be used toward the renovation of the old library for a new senior center.

Gerald Dunn residing at 1723 Harvest Crossing, Wylie TX addressed council with water usage concerns regarding his HOA in the Pheasant Creek subdivision.

Robert C. Wilson residing at 1407 Abbeville Road Wylie, TX addressed council with concerns regarding the Wylie Police Department. Mayor Hogue gave direction to staff to review the information provided by Mr. Wilson.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. Consider, and act upon, approval of the Minutes of the March 22, 2011 Regular Meeting of the Wylie City Council, the Minutes of the Special Called Work Session of March 29, 2011, and the Minutes of the Special Called Work Session on April 5, 2011. (C. Ehrlich, City Secretary)**
- B. Consider, and act upon, Resolution No. 2011-05(R) amending Resolution No. 2011-02(R) (Order of Election) and authorizing the Mayor to execute the Notice of Election for the City of Wylie's General Election to be held May 14, 2011; to correct the address for an Election Day polling location and to add all Collin County Early Voting Polling Places as Exhibit "A", as required by Section 85.004 of the Texas Election Code. (C. Ehrlich, City Secretary)**
- C. Consider, and act upon, approval and final acceptance of the reconstruction of FM 1378 from FM 544 to Brown Street and authorize final payment to Glenn Thurman, Inc. in the amount of \$165,984.95, and accept the project as complete. (C. Holsted, City Engineer)**
- D. Consider, and act upon, Ordinance No. 2011-10, amending PD 2007-14 & to modify existing restrictions and remove Property Owners Association, generally located east of Regency Drive and north of Steel Road. ZC 2011-03 (R. Ollie, Planning Director)**

Council Action

A motion was made by Councilman Jones, seconded by Councilman White to approve the consent agenda as presented. A vote was taken and the motion passed 6-0 with Mayor pro tem Byboth absent.

REGULAR AGENDA

Public Hearings

- 1. Hold a Public Hearing and consider a recommendation to the City Council regarding a Replat for Arbor Acres, Block A, Lot 1R to combine two commercial lots into one on .952 acres, generally located east of Regency Drive and north of Steel Road. (R. Ollie, Planning Director)**

Staff Comments

Senior Planner Charles Lee addressed council stating that the property totals .952 acres on two commercial lots. This Replat proposes to combine two lots into one to accommodate the development and expansion of an adjacent commercial business. Originally platted in December 2007 as part of a

planned development commercial business center adopted May 22, 2007, the property has recently been acquired by an abutting property owner. An Amended zoning application was approved on March 22, 2011 for the property in association with Zoning Case 2011-03 which addresses current and future planned development stipulations.

Lee explained that The Replat complies with all applicable technical requirements of the City of Wylie. Planning Commission voted 6-0 to recommend approval of the Replat.

Public Hearing

Mayor Hogue opened the public hearing for Zoning Case 2011-03 (Replat) at 6:45 p.m. asking anyone present wishing to address council to come forward and limit their comments to three minutes.

No one was present wishing to address council on this zoning case.

Mayor Hogue closed the public hearing at 6:45 p.m.

Council Action

A motion was made by Councilman Porter, seconded by Councilman White to approve a Replat for Arbor Acres, Block A, Lot 1R to combine two commercial lots into one on .952 acres, generally located east of Regency Drive and north of Steel Road. A vote was taken and the motion passed 6-0 with Mayor pro tem Byboth absent.

READING OF ORDINANCES

Title and caption approved by Council as required by Wylie City Charter, Article III, Section 13-D.

City Secretary Ehrlich read the caption to Ordinance No. 2011-10 into the official record.

Mayor Hogue announced there would be no Executive Session held regarding the Development Agreement by and between the City and Lavon Partners, L.P. but could be posted on a future agenda.

EXECUTIVE SESSION

Recess into Closed Session in compliance with Section 551.001, et.seq. Texas Government Code, to wit:

§§ 551.071 – Consultation with Attorney

Meeting with City Attorney regarding a matter(s) in which the duty of the City Attorney under the Texas Disciplinary rules of Professional Conduct of the State Bar of Texas conflicts with the Open Meetings Act regarding: *(M. Manson, City Manager)*

- **Receive legal advice regarding the Development Agreement by and between the City and Lavon Partners, L.P.**

RECONVENE INTO REGULAR SESSION

General Business

2. Consider and act upon authorizing the City Manager to execute a Development Agreement by and between the City of Wylie and Lavon Partners, L.P. (*M. Manson, City Manager*)

There was no action taken on Item #2, regarding a Development Agreement by and between the City of Wylie and Lavon Partners, L.P.

Mayor Hogue moved into Work Session at 6:46 p.m.

WORK SESSION

- Planning the Grand Opening of the Wylie Municipal Complex (*City Council*)

Mayor Hogue asked if council had any updates they wished to report regarding the planning of the Wylie Municipal Complex Grand Opening. No council members had updates. Mayor Hogue reminded the council that follow-up calls to prospective sponsors for the event were due to be completed within the week.

ADJOURNMENT

With no further business before the Wylie City Council, a motion was made by Councilman White, seconded by Councilman Jones to adjourn the meeting at 6:50 p.m. A vote was taken and the motion passed 6-0 with Mayor pro tem Byboth absent.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary



Wylie City Council

AGENDA REPORT

Meeting Date: April 26, 2011
Department: Finance
Prepared By: Finance
Date Prepared: April 15, 2011

Item Number: B.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: Investment Report

Subject

Consider, and place on file, the City of Wylie Monthly Investment Report for March 31, 2011.

Recommendation

Motion to accept and place on file, the City of Wylie Monthly Investment Report for March 31, 2011.

Discussion

The Finance Department has prepared the attached reports for the City Council as required by the City Charter.

Approved By

Department Director
City Manager

Initial
LB

Date

04/15/11

MM

4/20/11

City Of Wylie

2010-2011 Investment Report March 31, 2011

Money Market Accounts:
Certificates of Deposit:
Treasury Bills:
Treasury Notes:
Government Agency Notes:

MMA
CCD
T-Bills
T-Notes
AN

Invest. Number	Principal Amount	Type Of Security	Interest Rate	Issuer	Purchase Date	Maturity Date
1	\$51,784,289.26	MMA	0.1461%	Texpool	12/31/2006	NA
2	\$15,000,000.00	MMA	0.1408%	TexStar	3/15/2011	NA
	\$66,784,289.26					

Total

Weighted Average Coupon:
Weighted Average Maturity (Days):

0.14%
1.00

Money Markets:
Certificates of Deposits:

\$66,784,289.26
\$0.00
\$66,784,289.26



Wylie City Council

AGENDA REPORT

Meeting Date:	<u>April 26, 2011</u>	Item Number:	<u>C.</u> <i>(City Secretary's Use Only)</i>
Department:	<u>Finance</u>	Account Code:	<u></u>
Prepared By:	<u>Finance</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>April 15, 2011</u>	Exhibits:	<u>Revenue and Expenditure Monthly Report</u>

Subject

Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for March 31, 2011.


Recommendation

Motion to accept and place on file, the City of Wylie Monthly Revenue and Expenditure Report for March 31, 2011.

Discussion

The Finance Department has prepared the attached reports for the City Council as required by the City Charter.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Director	<u>LB</u>	<u>04/15/11</u>
City Manager	<u></u>	<u>4/20/11</u>

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

March 31, 2011

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2010-2011	CURRENT MONTH ACTUAL 2010-2011	YTD ACTUAL 2010-2011	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 50.00%
GENERAL FUND REVENUE SUMMARY					
TAXES	16,359,668	438,868	14,447,382	88.31%	A
FRANCHISE FEES	2,260,000	125,381	745,933	33.01%	B
LICENSES AND PERMITS	287,030	64,542	278,659	97.08%	C
INTERGOVERNMENTAL REV.	595,067	99,213	315,554	53.03%	
SERVICE FEES	2,204,000	171,874	873,245	39.62%	D
FINES AND FORFEITURES	548,107	24,485	144,297	26.33%	E
INTEREST INCOME	30,000	2,188	10,938	36.46%	F
MISCELLANEOUS INCOME	303,646	37,043	184,638	60.81%	
OTHER FINANCING SOURCES	1,252,612	541,120	1,793,732	143.20%	G
REVENUES	23,840,130	1,504,714	18,794,378	78.84%	
USE OF FUND BALANCE	1,630,932	NA	NA	NA	H
TRANSFER FROM FLEET	742,500				
TOTAL REVENUES	26,213,562	NA	NA	NA	
GENERAL FUND EXPENDITURE SUMMARY					
CITY COUNCIL	83,281	5,557	37,225	44.70%	
CITY MANAGER	787,994	64,252	360,505	45.75%	
CITY SECRETARY	243,827	19,175	104,706	42.94%	
CITY ATTORNEY	128,000	11,086	50,294	39.29%	
FINANCE	855,227	95,691	440,911	51.55%	
FACILITIES	286,800	20,518	100,773	35.14%	
MUNICIPAL COURT	345,488	18,570	145,658	42.16%	
HUMAN RESOURCES	196,051	14,756	95,570	48.75%	
PURCHASING	115,342	9,842	54,913	47.61%	
INFORMATION TECHNOLOGY	979,551	77,194	580,727	59.29%	I
POLICE	5,517,802	426,068	2,533,310	45.91%	
FIRE	5,304,604	448,278	2,427,367	45.76%	
ANIMAL CONTROL	277,775	26,339	126,212	45.44%	
PLANNING	469,045	40,457	205,046	43.72%	
BUILDING INSPECTION	671,287	58,574	313,398	46.69%	
CODE ENFORCEMENT	193,542	14,046	76,555	39.55%	
STREETS	1,313,233	103,805	483,915	36.85%	
PARKS	1,624,539	122,763	653,612	40.23%	
RECREATION	207,350	0	1,164	0.56%	J
LIBRARY	1,178,693	119,647	552,337	46.86%	
COMBINED SERVICES	4,909,131	290,531	2,840,202	57.86%	
TOTAL EXPENDITURES	25,688,562	1,987,149	12,184,400	47.43%	

REVENUES OVER/(UNDER) EXPENDITURES **525,000** **-482,435** **6,609,978** **31.40%**

A. Property Tax Collections for FY10-11 as of March 31 are 97.90%, in comparison to FY09-10 for the same time period 96.43%.

B. Franchise Fees: The majority of franchise fees are recognized in the third and fourth quarter with electric fees making up the majority.

C. Licenses and Permits: Are recognized periodically, but we have seen an increase in plumbing, electrical and mechanical permits. New Dwelling Permits are on track to meet projected revenue.

D. Service Fees: Trash fees are on track to meet projected revenue with the remaining fees coming from WAVE and other seasonal fees.

E. Fines and Forfeitures: Municipal Court Fines are down slightly. With the addition of bailiff/warrant officer, these revenues are projected to rise.

F. Interest Income: In relation to the last 12 months the current interest is in line with projections.

G. Other Financing Sources consist of the Utility Fund transfer and WEDC transfer for services rendered. The transfer increase is due to the scheduled closing of the Fleet Fund.

H. Use of Fund Balance: to supplement the Emergency Communications Tower, Debt Service, Streets and Alleys, and Municipal Complex Equipment.

I. With new Municipal Complex coming online, overtime associated plus equipment purchases that were originally budgeted for in FY 2011.

J. The majority of Recreation expenses come in the third and forth quarter that are associated with WAVE.

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

March 31, 2011

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2010-2011	CURRENT MONTH ACTUAL 2010-2011	YTD ACTUAL 2010-2011	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 50.00%
UTILITY FUND REVENUES SUMMARY					
SERVICE FEES	9,714,000	658,746	3,863,250	39.77%	
INTEREST INCOME	30,000	1,457	11,480	38.27%	
MISCELLANEOUS INCOME	35,000	2,933	16,990	48.54%	
OTHER FINANCING SOURCES	1,500,000	343,175	1,843,175	122.88%	K
TOTAL REVENUES	11,279,000	1,006,311	5,734,895	50.85%	
UTILITY FUND EXPENDITURE SUMMARY					
UTILITY ADMINISTRATION	317,274	18,215	176,281	55.56%	
UTILITIES - WATER	1,048,752	72,725	418,266	39.88%	
CITY ENGINEER	435,016	31,181	189,633	43.59%	
UTILITIES - SEWER	635,126	48,404	344,714	54.27%	
UTILITY BILLING	579,187	47,283	251,979	43.51%	
COMBINED SERVICES	8,258,495	942,827	5,183,676	62.77%	
TOTAL EXPENDITURES	11,273,850	1,160,635	6,564,549	58.23%	
REVENUES OVER/(UNDER) EXPENDITURES	5,150	-154,324	-829,654	-7.38%	
K. Other financing sources consist of a transfer from the Impact Fund into Utility Fund, as well as a transfer from the scheduled closing of the Fleet Fund.					



Wylie City Council

AGENDA REPORT

Meeting Date: 4-26-11
Department: WEDC
Prepared By: Sam Satterwhite
Date Prepared: 4-13-11

Item Number: D.
(City Secretary's Use Only)
Account Code:
Budgeted Amount:
Exhibits: 1

Subject

Consider, and place on file, the Monthly Revenue and Expense Report for the Wylie Economic Development Corporation as of March 31, 2011.

Recommendation

Accept, and place on file, the Monthly Revenue and Expense Report for the Wylie Economic Development Corporation as of March 31, 2011.

Discussion

The Wylie Economic Development Corporation (WEDC) Board of Directors approved the attached financials on April 20, 2011.

Approved By

Department Director
City Manager

Initial
SS

Date

4-13-11

4/20/11

BALANCE SHEET

AS OF: MARCH 31ST, 2011

111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT# TITLE

ASSETS

=====

1000-10110	CLAIM ON CASH AND CASH EQUIV.	915,785.61
1000-10115	CASH - WEDC - INWOOD	0.00
1000-10135	INWOOD BANK - ESCROW	0.00
1000-10180	DEPOSITS	2,000.00
1000-10198	OTHER - MISC CLEARING	295.26
1000-10341	TEXPOOL	0.00
1000-10343	LOGIC	0.00
1000-10481	INTEREST RECEIVABLE	0.00
1000-11511	ACCTS REC - MISC	0.00
1000-11517	ACCTS REC - SALES TAX	0.00
1000-12996	LOAN REC - JACOBY	0.00
1000-12997	ACCTS REC - JTM TECH	0.00
1000-12998	ACCTS REC - SAVAGE	301,030.72
1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00
1000-14116	INVENTORY - LAND	3,062,109.82
1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00
1000-14310	PREPAID EXPENSES - MISC	0.00
1000-14410	DEFERRED CHARGES	669,332.80
		<hr/>
		4,950,554.21
		<hr/>

TOTAL ASSETS

4,950,554.21

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LIABILITIES

=====

2000-20110	FEDERAL INCOME TAX PAYABLE	0.00
2000-20111	MEDICARE PAYABLE	0.00
2000-20112	CHILD SUPPORT PAYABLE	0.00
2000-20113	CREDIT UNION PAYABLE	0.00
2000-20114	IRS LEVY PAYABLE	0.00
2000-20115	NATIONWIDE DEFERRED COMP	0.00
2000-20116	HEALTH INSUR PAY-EMPLOYEE	(262.65)
2000-20117	TMRs PAYABLE	0.00
2000-20118	ROTH IRA PAYABLE	0.00
2000-20119	WORKERS COMP PAYABLE	0.00
2000-20120	FICA PAYABLE	0.00
2000-20121	TEC PAYABLE	0.00
2000-20122	STUDENT LOAN LEVY PAYABLE	0.00
2000-20123	ALIMONY PAYABLE	0.00
2000-20124	BANKRUPTCY PAYABLE	0.00
2000-20125	VALIC DEFERRED COMP	0.00
2000-20126	ICMA PAYABLE	0.00
2000-20130	FLEXIBLE SPENDING ACCOUNT	2,849.94
2000-20151	ACCRUED WAGES PAYABLE	0.00
2000-20180	ADDIT EMPLOYEE INSUR PAY	0.00
2000-20199	MISC PAYROLL PAYABLE	0.00
2000-20201	AP PENDING	4,560.92
2000-20210	ACCOUNTS PAYABLE	295.26
2000-20530	PROPERTY TAXES PAYABLE	0.00
2000-20540	NOTES PAYABLE	669,332.80
2000-20810	DUE TO GENERAL FUND	0.00

BALANCE SHEET

AS OF: MARCH 31ST, 2011

111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT#	TITLE	
2000-22270	DEFERRED REVENUE	202,113.52
2000-22915	RENTAL DEPOSITS	1,800.00
	TOTAL LIABILITIES	880,689.79
EQUITY		
=====		
3000-34590	FUND BALANCE-UNRESERV/UNDESIG	3,877,296.71
	TOTAL BEGINNING EQUITY	3,877,296.71
	TOTAL REVENUE	1,375,629.88
	TOTAL EXPENSES	1,183,062.17
	REVENUE OVER/(UNDER) EXPENSES	192,567.71
	TOTAL EQUITY & OVER/(UNDER)	4,069,864.42
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)	4,950,554.21
		=====

BALANCE SHEET

AS OF: MARCH 31ST, 2011

922-GEN LONG TERM DEBT (WEDC)

ACCOUNT# TITLE

ASSETS

1000-10312	GOVERNMENT NOTES	0.00
1000-18110	LOAN - WEDC	0.00
1000-18120	LOAN - BIRMINGHAM	0.00
1000-18210	AMOUNT TO BE PROVIDED	0.00
1000-18220	BIRMINGHAM LOAN	0.00

0.00

TOTAL ASSETS

0.00

LIABILITIES

2000-20310	COMPENSATED ABSENCES PAYABLE	36,069.88
2000-20311	COMP ABSENCES PAYABLE-CURRENT	2,830.57
2000-21410	AIP - GO/CO BONDS	512.10
2000-28205	WEDC LOANS - CURRENT	57,739.04
2000-28220	BIRMINGHAM LOAN	0.00
2000-28230	INWOOD LOAN	0.00
2000-28235	ANB LOAN	374,307.55
2000-28240	HUGHES LOAN	189,068.10
2000-28250	CITY OF WYLIE LOAN	0.00
2000-28260	PRIME KUTS LOAN	0.00
2000-28270	BOWLAND/ANDERSON LOAN	0.00
2000-28280	CAPITAL ONE CAZAD LOAN	0.00

TOTAL LIABILITIES

660,527.24

EQUITY

3000-34590	FUND BALANCE-UNRESERV/UNDESIG(828,955.21)
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TOTAL BEGINNING EQUITY	(828,955.21)
------------------------	---	-------------

TOTAL REVENUE	0.00
---------------	------

TOTAL EXPENSES	(168,427.97)
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REVENUE OVER/(UNDER) EXPENSES	168,427.97
-------------------------------	------------

TOTAL EQUITY & OVER/(UNDER)	(660,527.24)
-----------------------------	---	-------------

TOTAL LIABILITIES, EQUITY & OVER/(UNDER)

0.00

CITY OF WYLIE
REVENUE AND EXPENSE REPORT - (UNAUDITED)
AS OF: MARCH 31ST, 2011

111-WYLIE ECONOMIC DEVEL CORP
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,299,056.00	104,670.12	0.00	467,560.64	0.00	831,495.36	35.99
INTEREST INCOME	3,000.00	163.40	0.00	1,109.25	0.00	1,890.75	36.98
MISCELLANEOUS INCOME	727,050.00	8,295.81	0.00	681,532.99	0.00	45,517.01	93.74
OTHER FINANCING SOURCES	0.00	225,427.00	0.00	225,427.00	0.00	(225,427.00)	0.00
TOTAL REVENUES	2,029,106.00	338,556.33	0.00	1,375,629.88	0.00	653,476.12	67.79
=====							
<u>EXPENDITURE SUMMARY</u>							
DEVELOPMENT CORP-WEDC	7,666,954.00	622,633.86	0.00	1,183,062.17	4,440.00	6,479,451.83	15.49
TOTAL EXPENDITURES	7,666,954.00	622,633.86	0.00	1,183,062.17	4,440.00	6,479,451.83	15.49
=====							
REVENUE OVER/ (UNDER) EXPENDITURES	(5,637,848.00)	(284,077.53)	0.00	192,567.71	(4,440.00)	(5,825,975.71)	3.34-

REVENUE AND EXPENSE REPORT - (UNAUDITED)

AS OF: MARCH 31ST, 2011

111-WYLIE ECONOMIC DEVEL CORP

REVENUES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>TAXES</u>							
4000-40210 SALES TAX	1,299,056.00	104,670.12	0.00	467,560.64	0.00	831,495.36	35.99
TOTAL TAXES	1,299,056.00	104,670.12	0.00	467,560.64	0.00	831,495.36	35.99
<u>INTEREST INCOME</u>							
4000-46050 CERTIFICATE OF DEPOSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-46110 ALLOCATED INTEREST EARNINGS	3,000.00	163.40	0.00	1,109.25	0.00	1,890.75	36.98
4000-46140 TEXPOOL INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-46143 LOGIC INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-46210 BANK MONEY MARKET INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INTEREST INCOME	3,000.00	163.40	0.00	1,109.25	0.00	1,890.75	36.98
<u>MISCELLANEOUS INCOME</u>							
4000-48110 RENTAL INCOME	87,800.00	7,800.00	0.00	41,200.00	0.00	46,600.00	46.92
4000-48310 RECOVERY - PRIOR YEAR EXPEN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-48410 MISCELLANEOUS INCOME	639,250.00	495.81	0.00	640,332.99	0.00	(1,082.99)	100.17
4000-48430 GAIN ON SALE OF PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS INCOME	727,050.00	8,295.81	0.00	681,532.99	0.00	45,517.01	93.74
<u>OTHER FINANCING SOURCES</u>							
4000-49160 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-49325 BANK NOTE PROCEEDS	0.00	225,427.00	0.00	225,427.00	0.00	(225,427.00)	0.00
TOTAL OTHER FINANCING SOURCES	0.00	225,427.00	0.00	225,427.00	0.00	(225,427.00)	0.00
<u>TOTAL REVENUES</u>							
	2,029,106.00	338,556.33	0.00	1,375,629.88	0.00	653,476.12	67.79

REVENUE AND EXPENSE REPORT - (UNAUDITED)

AS OF: MARCH 31ST, 2011

111-WYLIE ECONOMIC DEVEL CORP
DEVELOPMENT CORP-WEDC
DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>							
5611-51110 SALARIES	166,778.00	12,832.50	0.00	77,636.62	0.00	89,141.38	46.55
5611-51130 OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51140 LONGEVITY PAY	960.00	0.00	0.00	964.00	0.00	4.00	100.42
5611-51145 SICK LEAVE BUYBACK	1,924.00	0.00	0.00	1,764.62	0.00	159.38	91.72
5611-51160 CERTIFICATION INCENTIVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51170 PARAMEDIC INCENTIVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51210 CAR ALLOWANCE	11,320.00	870.78	0.00	5,268.22	0.00	6,051.78	46.54
5611-51220 PHONE ALLOWANCE	3,456.00	265.84	0.00	1,608.33	0.00	1,847.67	46.54
5611-51230 CLOTHING ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51310 TMRS	20,452.00	1,712.62	0.00	10,101.99	0.00	10,350.01	49.39
5611-51410 HOSPITAL & LIFE INSURANCE	24,773.00	3,260.78	0.00	11,525.93	0.00	13,247.07	46.53
5611-51420 LONG-TERM DISABILITY	951.00	38.22	0.00	229.32	0.00	721.68	24.11
5611-51440 FICA	11,439.00	947.76	0.00	3,604.72	0.00	7,834.28	31.51
5611-51450 MEDICARE	2,676.00	198.27	0.00	1,233.33	0.00	1,442.67	46.09
5611-51470 WORKERS COMP PREMIUM	604.00	0.00	0.00	486.69	0.00	117.31	80.58
5611-51480 UNEMPLOYMENT COMP (TWC)	540.00	0.00	0.00	0.00	0.00	540.00	0.00
TOTAL PERSONNEL SERVICES	245,873.00	20,026.77	0.00	114,423.77	0.00	131,449.23	46.54
<u>SUPPLIES</u>							
5611-52010 OFFICE SUPPLIES	14,200.00	53.34	0.00	10,492.55	0.00	3,707.45	73.89
5611-52040 POSTAGE & FREIGHT	1,220.00	0.00	0.00	198.92	0.00	1,021.08	16.30
5611-52130 TOOLS/ EQUIP - UNDER \$100	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-52810 FOOD SUPPLIES	3,600.00	663.44	0.00	1,531.58	0.00	2,068.42	42.54
5611-52990 OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPLIES	19,020.00	716.78	0.00	12,223.05	0.00	6,796.95	64.26
<u>MATERIALS FOR MAINTENANC</u>							
5611-54630 TOOLS & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-54810 COMPUTER HARD/SOFTWARE	2,000.00	0.00	0.00	1,114.73	375.00	510.27	74.49
5611-54990 OTHER	20,000.00	8,136.09	0.00	10,724.09	0.00	9,275.91	53.62
TOTAL MATERIALS FOR MAINTENANC	22,000.00	8,136.09	0.00	11,838.82	375.00	9,786.18	55.52
<u>CONTRACTUAL SERVICES</u>							
5611-56030 INCENTIVES	796,888.00	39,214.71	0.00	90,812.89	0.00	706,075.11	11.40
5611-56040 SPECIAL SERVICES	25,845.00	7,185.00	0.00	17,430.92	0.00	8,414.08	67.44
5611-56080 ADVERTISING	39,590.00	765.00	0.00	3,980.00	0.00	35,610.00	10.05
5611-56090 COMMUNITY DEVELOPMENT	47,915.00	2,548.80	0.00	19,644.88	0.00	28,270.12	41.00
5611-56110 COMMUNICATIONS	3,140.00	253.69	0.00	2,134.33	0.00	1,005.67	67.97
5611-56180 RENTAL	27,000.00	2,221.24	0.00	13,755.28	0.00	13,244.72	50.95
5611-56210 TRAVEL & TRAINING	40,677.00	509.76	0.00	3,312.78	15.00	37,349.22	8.18
5611-56250 DUES & SUBSCRIPTIONS	7,813.00	0.00	0.00	1,900.00	0.00	5,913.00	24.32
5611-56310 INSURANCE	303.00	0.00	0.00	0.00	0.00	303.00	0.00
5611-56510 AUDIT & LEGAL SERVICES	12,600.00	240.00	0.00	8,789.50	0.00	3,810.50	69.76
5611-56570 ENGINEERING/ARCHITECTURAL	12,500.00	0.00	0.00	7,148.00	0.00	5,352.00	57.18
5611-56610 UTILITIES-ELECTRIC	4,800.00	257.91	0.00	992.41	0.00	3,807.59	20.68
TOTAL CONTRACTUAL SERVICES	1,019,071.00	53,196.11	0.00	169,900.99	15.00	849,155.01	16.67

REVENUE AND EXPENSE REPORT - (UNAUDITED)

AS OF: MARCH 31ST, 2011

111-WYLIE ECONOMIC DEVEL CORP
DEVELOPMENT CORP-WEDC
DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>DEBT SERVICE & CAP. REPL</u>							
5611-57110 DEBT SERVICE-BOND DEBT	402,738.00	12,131.11	0.00	243,113.06	0.00	159,624.94	60.37
5611-57710 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DEBT SERVICE & CAP. REPL	402,738.00	12,131.11	0.00	243,113.06	0.00	159,624.94	60.37
<u>CAPITAL OUTLAY</u>							
5611-58110 LAND-PURCHASE PRICE	520,338.00	0.00	0.00	275,064.65	0.00	245,273.35	52.86
5611-58120 DEVELOPMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58210 STREETS & ALLEYS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58810 COMPUTER HARD/SOFTWARE	500.00	0.00	0.00	0.00	0.00	500.00	0.00
5611-58830 FURNITURE & FIXTURES	10,000.00	0.00	0.00	9,332.00	0.00	668.00	93.32
5611-58910 BUILDINGS	5,422,414.00	528,427.00	0.00	567,680.48	4,050.00	4,850,683.52	10.54
5611-58995 CONTRA CAPITAL OUTLAY	0.00	0.00	0.00	(225,514.65)	0.00	225,514.65	0.00
TOTAL CAPITAL OUTLAY	5,953,252.00	528,427.00	0.00	626,562.48	4,050.00	5,322,639.52	10.59
<u>OTHER FINANCING (USES)</u>							
5611-59111 TRANSFER TO GENERAL FUND	5,000.00	0.00	0.00	5,000.00	0.00	0.00	100.00
5611-59190 TRANSFER TO THOROUGHFARE IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-59990 PROJECT ACCOUNTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FINANCING (USES)	5,000.00	0.00	0.00	5,000.00	0.00	0.00	100.00
<hr/>							
TOTAL DEVELOPMENT CORP-WEDC	7,666,954.00	622,633.86	0.00	1,183,062.17	4,440.00	6,479,451.83	15.49
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TOTAL EXPENDITURES	7,666,954.00	622,633.86	0.00	1,183,062.17	4,440.00	6,479,451.83	15.49
<hr/>							
REVENUE OVER (UNDER) EXPENDITURES	(5,637,848.00)	(284,077.53)	0.00	192,567.71	(4,440.00)	(5,825,975.71)	3.34-

*** END OF REPORT ***

Wylie Economic Development Corporation
Balance Sheet Subledger
March 31, 2011

Inventory - Land

	Date of Pur.	Address	Acreage	Improvements (sq. ft.)	Cost Basis
McMasters	7/12/05	709 Cooper	0.48	n/a	202,045.00
Heath	12/28/05	706 Cooper	0.46	3,625	186,934.22
Perry	9/13/06	707 Cooper	0.491	n/a	200,224.00
Bowland/Anderson	10/9/07	Cooper Dr.	0.372	n/a	106,418.50
KCS	8/1/08	Cooper Dr.	0.406	n/a	60,207.87
Hughes	7/25/06	211 - 212 Industrial R.O.W.	0.74	10,000	420,361.21
			0.18		41,585.26
Prime Kuts	10/8/07	207 Industrial	0.20	4,550	229,284.00
		R.O.W.	0.11	n/a	77,380.45
Cazad	3/17/08	210 Industrial	0.27	3,900	200,781.55
Ferrell	9/29/05	2806 F.M. 544	1.09	n/a	239,372.00
Sale of R.O.W.	2/14/07		-0.09		-20,094.48
Crossroads	6/12/09	2804 F.M. 544	0.44	4,750	171,842.02
Regency Pk.	6/4/10	25 Steel Road	0.65	n/a	25,170.77
Premier Plaza	8/26/05	Martinez Lane	25.00	n/a	639,000.00
Sale to Savage	5/28/08		-3.87		-98,917.20
SAF-Holland	12/14/10	Martinez Lane	1.33	n/a	225,514.65
Premier Industrial Park	7/12/07	Hensley	3.2	n/a	155,000.00
		Total	31.45		3,062,109.82

*A Journal entry was made by auditors to adjust the cost of the Hughes land by \$4,638.79. This amount was for taxes owed and therefore not part of the land value.

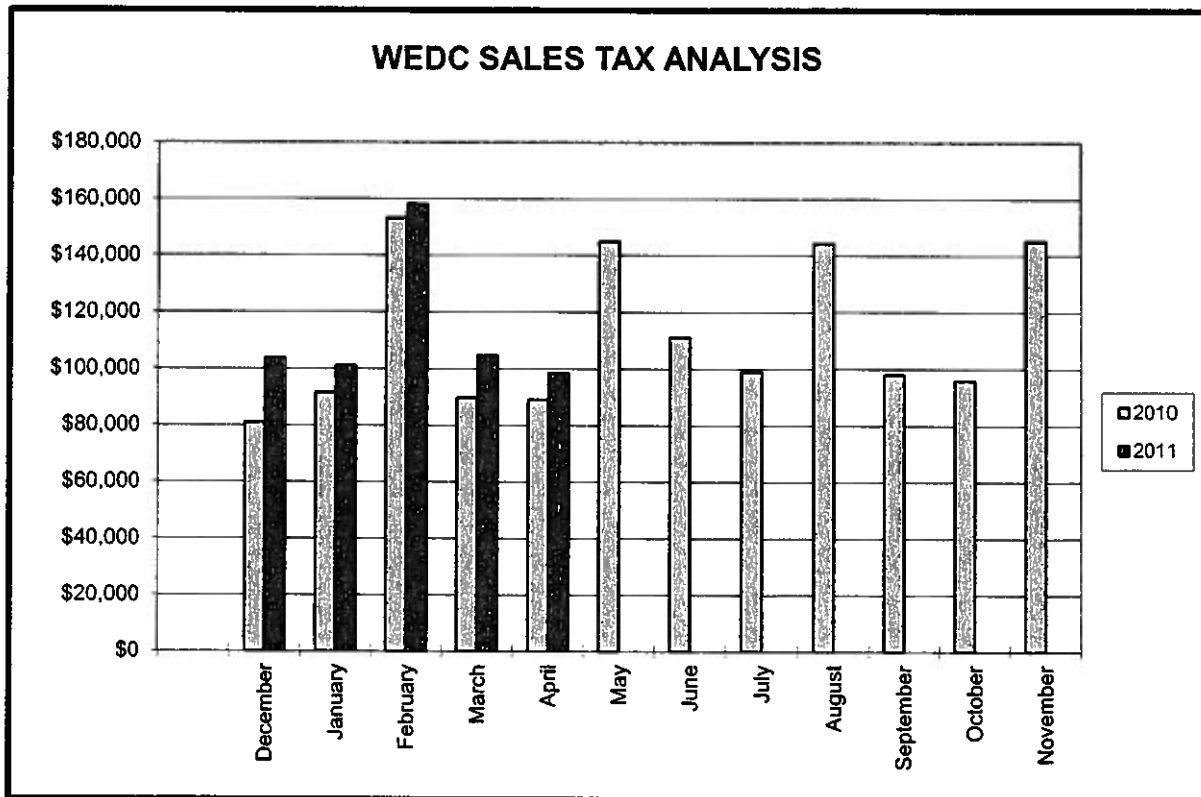
*Prime Kuts total purchase price was \$306,664.45. The distribution between 207 Industrial and R.O.W. purchased was developed by Seller for tax purposes.

Notes Payable

Note: Principal and Interest payments vary by date of payment.

WYLIE ECONOMIC DEVELOPMENT CORPORATION
SALES TAX REVENUE
FOR THE MONTH OF APRIL 2011

MONTH	WEDC 2009	WEDC 2010	WEDC 2011	DIFF 10 VS 11	% DIFF 10 VS 11
DECEMBER	\$90,500	\$81,014	\$103,687	\$22,673	27.99%
JANUARY	101,531	91,593	100,999	9,406	10.27%
FEBRUARY	145,246	153,281	158,204	4,923	3.21%
MARCH	87,584	89,717	104,670	14,953	16.67%
APRIL	86,040	89,119	98,463	9,344	10.48%
MAY	130,966	144,953			
JUNE	94,993	111,174			
JULY	95,282	99,065			
AUGUST	117,541	144,373			
SEPTEMBER	104,015	98,102			
OCTOBER	100,312	96,010			
NOVEMBER	144,326	145,337			
Sub-Total	\$1,298,336	\$1,343,739	\$566,024	\$61,301	12.15%
AUDIT ADJ					
TOTAL	\$1,298,336	\$1,343,739	\$566,024	\$61,301	12.15%





Wylie City Council

AGENDA REPORT

Meeting Date: April 26, 2011
Department: Building Inspections
Prepared By: Mike McAnnally
Date Prepared: 3/18/11

Item Number: E.
(City Secretary's Use Only)
Account Code: N/A
Budgeted Amount: N/A
Exhibits: Proposed Ordinance with Exhibit "A"

Subject

Consider, and act upon, Ordinance No. 2011-11 amending Subsection A (Building, Plumbing, Mechanical and Electrical Permit Fees) of Section III (Construction Permit and Fees) of Appendix C of the Wylie Code of Ordinances (Wylie Comprehensive Fee Schedule); Providing for a Penalty for the Violation of this Ordinance; Providing for Repealing, Savings and Severability Clauses; Providing for the Publication of the Caption of this Ordinance and Providing for an Effective Date.

Recommendation

Motion to approve Ordinance No. 2011-11 amending Subsection A (Building, Plumbing, Mechanical and Electrical Permit Fees) of Section III (Construction Permit and Fees) of Appendix C of the Wylie Code of Ordinances (Wylie Comprehensive Fee Schedule)

Discussion

The current State of Texas Regulations prohibits unsolicited person(s) from performing electrical, mechanical and plumbing work or installations without a current license for the respective discipline. Thus, only state license holders should be issued permits for those installations. This directly conflicts with our current New Single Family fee found in Appendix C – Wylie Comprehensive Fee Schedule of the Code of Ordinances City of Wylie, Texas. The current all inclusive fee doesn't address the state requirements for installations and permits for Mechanical, Electrical and Plumbing to only allow the issuance to state license holders. The current language doesn't provide for the issuance of permits to the Mechanical, Electrical and Plumbing Contractors. This fee revision will bring our New Single Family permit process into conformance with state regulations by identifying a fee for the permit issuance to only those individuals that are state licensed electrical, mechanical and plumbing contractors.

The current New Single-Family Fee (including duplexes) would be changed from \$700.00 plus .10 cents a square foot. to that of \$550.00 plus .04 cents a square foot and allowing for "three" MEP subcontractor (mechanical, electrical and plumbing) permits to be issued at \$50.00 plus .02 cents a square foot each, This adjustment to individual MEP permits presents a net 0 increase to the current fee. This will not be an increase to the current overall new Single Family building permit fee while allowing compliance with the state of Texas licensing regulations.

III. Construction Permits and Fees

A. *Building, Plumbing, Mechanical and Electrical Permit Fees.*

When a building, plumbing, mechanical or electrical permit is required by the building, plumbing, mechanical or electrical code adopted by the City of Wylie, Texas the following fees shall be assessed:

Exception: Permit fees shall not be required when the permit is for a building owned and occupied by a public agency.

(Current)

~~(1) New Single Family Fees (including duplexes) \$700.00
plus .10 cents a square foot~~

(Revised to read)

(1) Building Permit Fee for New Single-Family Dwelling (including duplexes) is \$550.00 plus .04 cents a square foot.

(2) Mechanical (HVAC) Permit Fee for New Single-Family Dwelling (including duplexes) \$50.00 plus .02 cents a square foot.

(3) Electrical Permit Fee for New Single-Family Dwelling (including duplexes) \$50.00 plus .02 cents a square foot.

(4) Plumbing Permit Fee for New Single-Family Dwelling (including duplexes) \$50.00 plus .02 cents a square foot.

Approved By

Department Director

City Manager

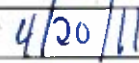
Initial

MM

Date

3/18/2011





ORDINANCE NO. 2011-11

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS AMENDING SUBSECTION A (BUILDING, PLUMBING, MECHANICAL AND ELECTRICAL PERMIT FEES) OF SECTION III (CONSTRUCTION PERMIT AND FEES) OF APPENDIX C OF THE WYLIE CODE OF ORDINANCES (WYLIE COMPREHENSIVE FEE SCHEDULE); PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Wylie, Texas ("City Council") has adopted Ordinance No. 2009-12 establishing a consolidated fee ordinance ("Wylie Comprehensive Fee Schedule") for the City of Wylie, Texas ("Wylie"); and

WHEREAS, such Wylie Comprehensive Fee Schedule is located in Appendix C of the Wylie Code of Ordinances; and

WHEREAS, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of Wylie to amend the fees located in Subsection A (Building, Plumbing, Mechanical and Electrical Permit Fees) of Section III (Construction Permit and Fees) of Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amending Subsection A (Building, Plumbing, Mechanical and Electrical Fees) of Section III (Construction Permit and Fees) of Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances. Subsection A (Building, Plumbing, Mechanical and Electrical Fees) of Section III (Construction Permit and Fees) of Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances is hereby amended as provided for in Exhibit "A," attached hereto and incorporated herein for all purposes.

SECTION 3: Penalty Provision. Any person, firm, corporation or entity that violates this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined a sum not exceeding two thousand dollars (\$2,000.00) if the violation relates to the public health and sanitation, otherwise the fine shall be a sum not exceeding five hundred dollars (\$500.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 4: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Wylie hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 6: Effective Date. This Ordinance shall become effective from and after its passage and publication as required by the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, on this 26th day of April, 2011.

Eric Hogue, Mayor

**ATTESTED AND
CORRECTLY RECORDED:**

Carole Ehrlich, City Secretary

Date to be published in *The Wylie News* – May 4, 2011

Exhibit “A”

Appendix C

WYLIE COMPREHENSIVE FEE SCHEDULE

“ ...

III. Construction Permit and Fees.

A. Building, Plumbing, Mechanical and Electrical Permit Fees.

When a building, plumbing, mechanical or electrical permits is required by the building, plumbing, mechanical or electrical code adopted by the City of Wylie, Texas the following fees shall be assessed:

Exception: Permit Fees shall not be required when the permits is for a building owned and occupied by a public agency.

Construction Permits and Fees

A. Building, Plumbing, Mechanical and Electrical Permit Fees.

- (1) New Single-Family Fee (including duplexes) \$550.00 plus .04 cents / sft.
- (2) New Single-Family Residential Plumbing permit - \$50.00 plus .02 cents /sft.
- (3) New Single-Family Residential Mechanical permit - \$50.00 plus .02 cents /sft.
- (4) New Single-Family Residential Electrical permit - \$50.00 plus .02 cents /sft.

...”



Wylie City Council

AGENDA REPORT

Meeting Date: April 26, 2011
Department: Public Services
Prepared By: Mike Sferra
Date Prepared: April 8, 2011

Item Number: _____
Presentation
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: _____

Subject

Presentation by North Texas Municipal Water District concerning the district's request of Member Cities and Customers to initiate Stage 1 of the Drought Contingency Plan.

Recommendation

n/a

Discussion

n/a

Approved By

Department Director
City Manager

Initial
MS

Date
4-8-11



Wylie City Council

AGENDA REPORT

Meeting Date: April 26, 2011
Department: Public Services
Prepared By: Mike Sferra
Date Prepared: April 8, 2011

Item Number: 1.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon the implementation of Section 114-96 (a), (2), b, and e of Stage 1 of the City's Drought Contingency Plan.

Recommendation

Motion to approve the implementation of Section 114-96 (a), (2), b, and e of Stage 1 of the City's Drought Contingency Plan.

Discussion

On March 25, 2011, the North Texas Municipal Water District (NTMWD) took action to initiate Stage 1 of the NTMWD Water Conservation and Drought Contingency and Water Emergency Response Plan effective April 19, 2011.

Stage 1 of the Plan is being implemented as a result of invasive zebra mussels being found in Lake Texoma and the temporary loss of the Lake Texoma raw water supply by NTMWD. The infestation of zebra mussels in Lake Texoma has resulted in a loss of 22.5% of the NTMWD's total raw water supply.

Zebra mussels are not harmful to humans and do not contaminate the water supply; however, they do attach to water facilities and pipes that pump water causing increased operating and maintenance costs. NTMWD is working with state and federal agencies to minimize zebra mussels from being transferred from Lake Texoma into the Trinity River basin and ultimately southward to the Gulf of Mexico.

This is the first time zebra mussels have been found in Texas and NTMWD is the only water supplier transferring water from Lake Texoma to the Trinity River basin.

In a letter received by the City, the NTMWD requests that Member Cities and Customers implement the following water conservation strategies:

- Initiate Stage 1 of their respective drought contingency and emergency response plans.
- Increase public education efforts on ways to reduce water use.
- Intensify efforts on leak detection and repair.

Under Section 114-96, (a), (2) of the City's Drought Contingency Plan, the following Stage 1 responses are available for implementation:

- a. Request voluntary reductions in water use by the public and by wholesale customers.
- b. Increase public education efforts on ways to reduce water use.
- c. Review the problems that caused the initiation of Stage 1.
- d. Notify major water users and work with them to achieve voluntary water use reductions.
- e. Intensify efforts on leak detection and repair.
- f. Reduce non-essential city government water use. (Examples include street cleaning, vehicle washing, operation of ornamental fountains, etc.)
- g. Reduce city government water use for landscape irrigation.
- h. Ask the public to follow voluntary landscape watering schedules.
- i. Notify wholesale customers of actions being taken and request implementation of similar procedures.

Items b and e of the above Section correspond with the request received from NTMWD, and staff requests that Council authorize implementation of those two items.

In addition to the measures recommended above, the City's Water Conservation Plan is in effect at all times for users of the City's water supply. Requirements of the Water Conservation Plan include the following landscape water management measures which will assist NTMWD with their request to conserve water:

- Time of day restrictions prohibiting lawn irrigation watering from 10:00 a.m. to 6:00 p.m. beginning April 1 and ending October 31 of each year.
- Prohibition of watering of impervious surfaces. (Wind driven water drift will be taken into consideration.)
- Prohibition of outdoor watering during precipitation or freeze events.
- Lawn and landscape irrigation limited to twice per week as per the chart below:

Trash Days	Watering Days
Monday	Monday and Thursday
Tuesday	Tuesday and Friday
Wednesday	Wednesday and Saturday
Thursday	Thursday and Sunday
Friday	Friday and Monday

- Prohibition of using poorly maintained irrigation systems that waste water.
- Rain and freeze sensors and/or ET or Smart controllers required on all new irrigation systems. Rain and freeze sensors and/or ET or Smart controllers must be maintained to function properly.
- When washing a car at home use a hose with a shut-off nozzle.

Approved By**Department Director****City Manager***Initial*

MS

Date

4-8-11



4/20/11

North Texas Municipal Water District Zebra Mussel/Drought Plan Fact Sheet

- The North Texas Municipal Water District (NTMWD) provides treated water to 1.6 million customers in 13 member cities and 41 customer cities in Collin, Rockwall, Hunt and Dallas Counties.
- NTMWD is the only water provider in North Texas that uses Lake Texoma as a raw water source. Lake Texoma provides 22.5% of the district's water supply.
- In August 2009, the Texas Parks and Wildlife Department discovered zebra mussels in Sister Grove Creek, a tributary of the East Fork of the Trinity River and used by the NTMWD to transfer water from Lake Texoma. The invasive species were first discovered in North America near the Great Lakes in 1988 and are typically transferred from one river basin to another by boaters and anglers.
- NTMWD voluntarily stopped pumping water from Lake Texoma in July of 2009 when water supplies in Lavon Lake were full due to sufficient rain. However, because of the zebra mussels, insufficient rainfall so far this year and a projected dry year, the district will need to replace the Lake Texoma water supply and initiate Stage 1 of the *NTMWD Water Conservation and Drought Contingency and Water Emergency Response Plan* (Plan) to conserve water.
- The water is safe to drink. Zebra mussels are not harmful to humans and do not contaminate the water supply. However, they do attach to water facilities and pipes that pump water causing increased operating and maintenance costs to the district.
- NTMWD is working with federal and state agencies to minimize the transfer of zebra mussels into Lavon Lake and the Trinity River basin and is evaluating strategies to safely restore the Texoma water supply.
- Stage 1 of the Plan focuses on increasing education efforts to reduce water use and urges residents to detect and repair water leaks around the house. The goal is a 2% reduction in water usage.
- Because this is such a complex situation, the district must rely on conservation and efficient use of water. Customers must conserve every drop. Tips, resources and additional information can be found at <http://www.ntmwd.com> and www.wateriq.org.

4/4/2011

Water Educators Zebra Mussel Q&A:

What is all of this about?

The North Texas Municipal Water District was notified in April '09 that zebra mussels were found in Lake Texoma and we get 22.5% of our water from that source. As a result, the district is partnering with state and federal agencies to minimize the transfer of zebra mussels into the Trinity River basin and voluntarily stopped pumping water from Lake Texoma. That is why we must rely on conservation efforts to maintain our water supply.

How long will this last?

We don't know exactly when the Texoma water supply will be back on-line but in the meantime, the district is looking at other water sources and a strategy to minimize the spread of the zebra mussels. NTMWD is working with state and federal agencies to bring the supply back online.

Why is this happening?

Zebra mussels are an extremely invasive species that cause damage to pipes and pumps that transfer water as well as affect the environment. The goal is to minimize the zebra mussels from being transferred to the Trinity River basin and reduce the chances of the mussels spreading to our water ways in Texas. It is the first time zebra mussels have been found in Texas and NTMWD is the only water supplier transferring water from Texoma to the Trinity River basin. That's why water conservation efforts are so important.

Is the water safe to drink?

Yes, the water is safe to drink! The zebra mussels cause damage to the pipes and pumps that transfer the water - that increases operating and maintenance costs. NTMWD is evaluating strategies that will provide the best result of minimizing the transfer of zebra mussels with the least amount of impact to customers.

What is the environmental impact of zebra mussels?

Zebra mussels filter the water consuming phytoplankton and nutrients. This can interrupt the food chain and cause population declines in fish, birds and native mussels. That's why it is so important that we maximize alternative resources until we can find a solution to extend our water supplies.

What are the restrictions?

Stage 1 goal is a 2% reduction in water usage. NTMWD and the city is requesting everyone to do their part and conserve water and detect and repair any leaks around the house. Water conservation tips can be found at www.wateriq.org, www.ntmwd.com, www.agrilifeextension.tamu.edu, and the your city Web site..

4/4/2011

Why are Dallas and Tarrant Counties not affected?

Zebra mussels have only been found in Lake Texoma and NTMWD is the only water provider who pumps from that source. The goal is to minimize the zebra mussels from being transferred to the Trinity River basin, which both Dallas and Tarrant counties use as a water supply and NTMWD wants to reduce the chances of the mussels spreading to our other lakes.

Will this increase my water bill?

It's hard to determine at this point but we will employ a strategy that has the best result with the least amount of impact to customers. This is a complex situation and customers will have to conserve every drop of water.

Is this what causes the taste and odor in the water?

No, that is the result of blue-green algae in the source water. However the district is working on an ozonation plant that will completely remove any taste and odor in the water. It will be the largest in the nation and comes on line in 2014.

Have they found zebra mussels in Lake Lavon?

No, but they have been found three miles away in Sister Grove Creek. It is the first time zebra mussels have been found in Texas and NTMWD is the only water provider transferring water from Texoma to the Trinity River basin. That's why water conservation efforts are so important. NTMWD is working with state and federal agencies to minimize the transfer of zebra mussels to other water sources.



Wylie City Council

AGENDA REPORT

Meeting Date:	<u>April 26, 2011</u>	Item Number:	<u>2.</u> <i>(City Secretary's Use Only)</i>
Department:	<u>Public Services</u>	Account Code:	<u>112-5614-56040</u>
Prepared By:	<u>Mike Sferra</u>	Budgeted Amount:	<u>\$60,000</u>
Date Prepared:	<u>April 8, 2011</u>	Exhibits:	<u>1</u>

Subject

Consider, and act upon, authorizing the City Manager to enter into a contract with Land Design Partners-DFW, Inc. in the amount of \$59,290 for professional services related to the City of Wylie Trails Master Plan.

Recommendation

Motion authorizing the City Manager to enter into a contract with Land Design Partners-DFW, Inc. in the amount of \$59,290 for professional services related to the City of Wylie Trails Master Plan.

Discussion

On February 22, 2011, City Council authorized the City Manager to negotiate a professional services contract with Land Design Partners-DFW, Inc. for the City of Wylie Trails Master Plan. This approval followed a formal RFP process and presentation to City Council by the two highest-ranking firms identified in the RFP process.

Funds for developing a Trails Master Plan were included in the annual budget for fiscal year 2011. The 2010 City of Wylie Parks, Recreation and Open Space Master Plan identifies the number one outdoor facility priority as being hike and bike trails. The intent of this new Trails Master Plan will be to study the feasibility of a trails network within the entire City. The Trails Master Plan will be a tool that City officials can use to plan and coordinate future improvements for trails and associated infrastructure by various City departments. Land Design Partners-DFW, Inc. submitted a proposal and conferred with staff to discuss the project scope and fees. The City Attorney's office has reviewed the contract document to make sure it satisfies all City requirements.

The attached proposal outlines the approach for the project. The effort involves opportunities for public input as well as input from the City Council, Park and Recreation Board, and an Advisory Board which will be comprised with City staff members and at least two Park and Recreation Board members. The project is anticipated to take 20 – 25 weeks to complete.

Approved By

	Initial	Date
Department Director	<u>MS</u>	<u>April 8, 2011</u>
City Manager	<u><i>mm</i></u>	<u>4/20/11</u>

AGREEMENT
BETWEEN
THE CITY OF WYLIE, TEXAS (CITY)
AND
LAND DESIGN PARTNERS-DFW, INC. (CONSULTANT)
FOR
LANDSCAPE ARCHITECTURAL
DESIGN SERVICES AGREEMENT

Made as of the 26th day of April in the year Two Thousand and Eleven:

BETWEEN the City: The City of Wylie, Texas
 300 Country Club Drive
 Wylie, Texas 75098
 Telephone: (972) 442-8120
 Facsimile: (972) 442-4302

and the Consultant: Land Design Partners-DFW, Inc.
 5310 Harvest Hill Road, Suite 100
 Dallas, Texas 75230
 Telephone: (972) 386-0630
 Facsimile: (972) 386-0640

for the following Project: **Trails Master Plan**

The City and the Consultant agree as set forth below.

THIS AGREEMENT is made and entered by and between the **City of Wylie, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "City," and **Land Design Partners-DFW, Inc.**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the City desires to engage the services of the Consultant to design and/or prepare construction documents for a Trails Master Plan, hereinafter referred to as "Project;" and

WHEREAS, the Consultant desires to render such professional landscape architectural services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The City hereby agrees to retain the Consultant to perform professional landscape architecture services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in **Exhibit “A,”** which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in **Exhibit “A,”** in the form of written change orders, may be authorized from time to time by the City.
 - 1.2.1 **Requirement of Written Change Order** – “Extra” work, or “claims” invoiced as “extra” work, or “claims” which have not been issued as a duly executed, written change order by the Wylie City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Wylie City Council's authorization for the Wylie City Manager to execute said change order.
 - 1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE WYLIE CITY MANAGER.** Project Managers, Superintendents, and/or Inspectors of the City are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit “B”** and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than December 31, 2011.

ARTICLE 2 THE CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the services of Consultant:

- 2.1 **Project Data** – The City shall furnish required information that is currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.
- 2.2 **City Project Manager** – The City shall designate, when necessary, a representative authorized to act on the City's behalf with respect to the Project (the "Project Manager"). The City or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant's services. The Project Manager is not authorized to issue verbal or written change orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be on a Type of Payment Basis not to exceed Fifty-Nine Thousand Two Hundred Ninety and 00/100 Dollars (\$59,290.00), (the "Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in **Exhibit "B."** The final five percent (5%) of the Consultant's Fee, or Two Thousand Nine Hundred Sixty-four and 50/100 Dollars (\$2,964.50), shall not be paid until the Consultant has completed all of the services described in **Exhibit "A"** and delivered to the City all of the documents, plans, data, maps, and/or other information required in **Exhibit "A."**
 - 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of the Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the City prior to payment of the final five percent (5%) of the Consultant's Fee, or Two Thousand Nine Hundred Sixty-four and 50/100 Dollars (\$2,964.50). The electronic formatting shall be consistent with the standards established in **Exhibit "C,"** City of Wylie Guidelines for Computer Aided Drafting and Design ("CADD"). Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

- 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the “Contractor”) and the City, and upon receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the City to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the City. City and Consultant agree that if requested by the City, completion of this task shall be included in the Consultant’s Fee and considered to be within the Scope of Services as defined under this Agreement.
- 3.2 **Direct Expenses** – Direct Expenses are included in the Consultant’s Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant’s employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in **Exhibit “B,”** and consistent with **Exhibit “D,”** City of Wylie Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the City for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for reimbursement may be deducted from the Consultant’s subsequent payment for services; provided, however this shall not be the City’s sole and exclusive remedy for said overpayment.
- 3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in **Exhibit “A”** of this Agreement. If authorized in writing by the City, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph (“Additional Services”). These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit “A.”**
- 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit “A.”**
- 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit “A.”**

- 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit "A."**
- 3.3.5 Compensation for Additional Services authorized by the City shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.
- 3.3.6 Compensation for Additional Services authorized by the City shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to City.

Hourly Billable Rates by Position		
<i>Name</i>	<i>Position</i>	<i>Hourly Rate</i>
	Project Director	\$210.00
	Project Manager	\$125.00
	Landscape Architect	\$100.00
	Senior Trail Planner (Bowman-Melton)	\$140.00
	Clerical/Administrative	\$ 60.00

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the City. Invoices are to be mailed to City immediately upon completion of each individual task listed in **Exhibit "B."** On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the City receives the invoice. City shall provide Consultant an opportunity to

cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

- 3.7 **Failure to Pay** – Failure of the City to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” (“Remedy for Nonpayment”) of the *Texas Government Code*. The City shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant’s services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant’s compensation shall be equitably adjusted as approved by the City. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

Documents Property of the City – The Project is the property of the City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit "A."** Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit "A"** to reflect changes while working on the Project and promptly furnish the same to the City in an acceptable electronic format. All such reproductions shall be the property of the City who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.

- 4.1 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the City and **upon completion** of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit "E,"** City of Wylie Contractor Insurance Guidelines, Consultant shall maintain, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant

shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

- 5.2 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit “E,”** City of Wylie Contractor Insurance Requirements, Consultant shall maintain, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.
- 5.3 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, and if identified on the checklist located in **Exhibit “E,”** City of Wylie Contractor Insurance Requirements, Consultant shall maintain, at no expense to the City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of **Exhibit “E,”** such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the City as indicated in Article 3.4.

ARTICLE 7

AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

The Consultant agrees that at any time during normal business hours and as often as the City may deem necessary, Consultant shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement of the City Charter, which is repeated on the Affidavit, attached hereto as **Exhibit "F"** and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as **Exhibit "F"**. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit "G"** and incorporated herein for all purposes.

ARTICLE 8

TERMINATION OF AGREEMENT / REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports,

photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9 DISPUTE RESOLUTION / MEDIATION

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

ARTICLE 10

INDEMNITY

CONSULTANT SHALL RELEASE, , INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM CONSULTANT IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (HEREINAFTER "CLAIMS").

THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY

AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (THE "JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT.

ANY SUCH ACTION BY CITY TO PROVIDE ITS OWN DEFENSE IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. THE RIGHTS AND OBLIGATIONS CREATED BY THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the City and the Consultant, the risks have been allocated such that the City agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders,

owners and subconsultants shall not exceed \$1,000,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

ARTICLE 12 NOTICES

Consultant agrees that all notices or communications to City permitted or required under this Agreement shall be delivered to City at the following addresses:

City Manager
City of Wylie
300 Country Club Drive
Wylie, Texas 75098

City agrees that all notices or communication to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following addresses:

Philip Neely, RLA, ASLA
Studio Director
Land Design Partners-DFW, Inc.
5310 Harvest Hill Road, Suite 100
Dallas, Texas 75230

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

ARTICLE 13 MISCELLANEOUS

- 13.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "G," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modifies except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

- 13.1.1 Exhibit "A," Scope of Services.
- 13.1.2 Exhibit "B," Compensation Schedule / Project Billing / Project Budget.
- 13.1.3 Exhibit "C," City of Wylie Guidelines for Computer Aided Drafting and Design (CADD).
- 13.1.4 Exhibit "D," City of Wylie Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
- 13.1.5 Exhibit "E," City of Wylie Contractor Insurance Requirements.
- 13.1.6 Exhibit "F," Affidavit.
- 13.1.7 Exhibit "G," Conflict of Interest Questionnaire, Form CIQ.
- 13.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 13.3 **Successors and Assigns** – City and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 13.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 13.5 **Venue** – This entire Agreement is performable in Collin County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Collin County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 13.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

- 13.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 13.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 13.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 13.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 13.11 **Sovereign Immunity** – The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 13.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 13.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 13.14 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 13.15 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 herein is conspicuous and the parties have read and understood the same.

13.16 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of the City's 2010-2011 fiscal year. City will give Consultant sixty (60) days notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of the City's 2010-2011 fiscal year unless and until such funds are budgeted.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

Effective Date: _____

CITY
City of Wylie, Texas

CONSULTANT
Land Design Partners-DFW, Inc.

By: _____
Mindy Manson, City Manager

By: _____
Name of Agent
Title: _____

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd, & Joplin, P.C.
Courtney A. Kuykendall, City Attorneys

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **MINDY MANSON**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2011.

Notary Public In and For the State of Texas

My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2011.

Notary Public In and For the State of Texas
My commission expires: _____

EXHIBIT "A"

SCOPE OF SERVICES

**Agreement by and between the City of Wylie, Texas (City)
and Land Design Partners-DFW, Inc. (Consultant)
to perform Architectural and Engineering Design Services for
Wylie Trails Master Plan**

I. PROJECT DESCRIPTION

Land Design Partners-DFW, Inc. ("LDP") will perform professional services for the City of Wylie ("City") for preparing a Trails Master Plan. This work will be guided by the "Parks & Trails Master Plan" exhibit, dated March 25, 2010, as depicted in the previously prepared 2010 Parks, Recreation & Open Space Master Plan. The intent of this new Trails Master Plan will be to study the feasibility of a trails network within the entire City. The Trails Master Plan will be a tool that City officials can use to plan and coordinate future improvements for trails and associated infrastructure by various City departments.

As an additional expertise for trail planning, LDP will retain the subconsultant services of Bowman-Melton Associates, Inc. The LDP team will work closely with City staff and an Advisory Committee during the overall planning process. This scope of services is for master planning services and does not address schematic design, design development, or construction documents related to actual development of any trail improvements.

II. SCOPE OF SERVICES

A. DATA GATHERING, BASE MAP PREPARATION & SITE REVIEW

1. LDP will be provided existing digital information (CAD files, GIS files, etc.) from the City for all available information including, but not limited to, such items as thoroughfare maps, roadway traffic count data, land use maps, zoning maps, aerial maps, utility maps, easement/ROW maps, sidewalk inventory, drainage maps, greenways and areas for potential trail easements, and the 2010 Parks, Recreation & Open Space maps.
2. From the existing data as provided by the City, LDP will prepare an overall base map(s) in digital format to be utilized during the overall planning process.

3. LDP team members will attend one (1) “kick-off” meeting with City representatives and the Advisory Committee to discuss the overall goals and objectives for the Trails Master Plan. The City will recruit representatives to serve on the Advisory Committee.
4. LDP team members will conduct an extended site review (estimated as 1 to 2 full days in the field) with City representatives to drive the City and visually evaluate/document the current conditions along roadways, parkways, and drainage corridors across the City. LDP will make photo documentation of the current conditions during the site review.
5. Based upon the site review documentation, LDP will prepare a Site Analysis exhibit that identifies the current trails available within the City, as well as potential opportunities and constraints for future trail locations.
6. LDP team members will attend one (1) meeting with City representatives and the Advisory Committee to present the initial findings from the site review.

B. CONCEPTUAL TRAILS NETWORK PLANNING

1. Based upon input received from City representatives and the Advisory Committee, LDP will prepare a Conceptual Trails Network Plan that shows a range of trail opportunities including: trails along roadways/parkways; trails along drainage & utility corridors; trails along the frontage of Lake Lavon & Lake Ray Hubbard; and trail access points at major intersections & developments.
2. LDP team members will attend one (1) meeting with City representatives and the Advisory Committee to present the Conceptual Trails Network Plan and obtain input on the overall range of trails. During this meeting, a consensus for the Conceptual Trails Network Plan will be agreed upon which satisfies the goals of the City.
3. Based upon the consensus plan and follow-up site review, LDP will revise the Conceptual Trails Network Plan.
4. LDP will attend one (1) Community Meeting with City representatives, Advisory Committee, and the Citizens of

Wylie in a workshop setting to present the Conceptual Trails Network Plan.

C. PRELIMINARY TRAILS MASTER PLAN

1. Based upon input received during the Community Meeting, LDP will prepare the Preliminary Trails Master Plan graphic(s).
2. LDP will prepare the Preliminary Trails Master Plan report that includes a summary of the planning process, site review documentation, input received from the community meeting, and trail network recommendations.
3. LDP will attend one (1) meeting with City representatives and the Advisory Committee to present the Preliminary Trails Master Plan.

D. FINAL TRAILS MASTER PLAN

1. Based upon input received from City staff and the Advisory Committee, LDP will revise the Final Trails Master Plan graphics and report.
2. LDP will meet with the Parks and Recreation Board to present the Final Trails Master Plan.
3. LDP will meet with the City Council to present the Final Trails Master Plan.
4. LDP will provide the City 25 copies of the report and one (1) CD as the final deliverables for the project.

III. SCHEDULE

A. Data Gathering, Base Map Preparation & Site Review	6 to 8 weeks
B. Conceptual Trails Network Planning	6 to 7 weeks
C. Preliminary Trails Master Plan	4 to 5 weeks
D. Final Trails Master Plan	4 to 5 weeks
Total Estimated Timeline weeks	20 to 25

IV. ASSUMPTIONS

- A. The City will provide, as expeditiously as possible, all existing data and base information currently in its possession and as necessary to complete the scope of services described herein. This scope of services does not include any site survey work or boundary work for the project area. The City will provide any additional information that is necessary. All information provided by the City is assumed to be accurate and complete, unless otherwise indicated by the City. Any information required to complete this scope of services that cannot be readily provided by the City will remain the responsibility of the City.
- B. This scope of services does not include any environmental engineering services.
- C. This scope of services does not include any hydraulic or hydrology engineering modeling or design services.
- D. This scope of services does not include any water agency permitting or regulatory coordination with such agencies as the U.S. Army Corps of Engineers, FEMA, TCEQ, or others.
- E. This scope of services does not include any services for traffic studies or transportation engineering/planning services.
- F. LDP will attend the meetings and/or presentations as described within this scope of services. Additional meetings, workshops, public hearings, stakeholder meetings, focus groups, or

presentations requested by the City will be considered as additional services as authorized by the City.

- G. This scope of services does not include any 3D animations or models, or any special marketing graphics or booklets.
- H. This scope of services does not include any schematic design, design development, construction documents, specifications or bid documents.

EXHIBIT "B"
COMPENSATION SCHEDULE/PROJECT BILLING/PROJECT BUDGET

**Agreement by and between the City of Wylie (City)
and Land Design Partners-DFW, Inc. (Consultant)
to perform Architectural and Engineering Design Services for
Wylie Trails Master Plan**

I. COMPENSATION/PROJECT BUDGET SUMMARY.

Basic Services.

A. Data Gathering, Base Map Preparation & Site Review	\$ 16,410.00
B. Conceptual Trails Network Planning	\$ 13,600.00
C. Preliminary Trails Master Plan	\$ 16,430.00
D. Final Trails Master Plan	\$ 12,850.00
Total Basic Design Services	\$ 59,290.00
	(Plus reimbursables)

Billing will be in accordance with the terms provided for in the Agreement. Reimbursable expenses will be in addition to the Basic Design Services cost. These expenses include, but may not be limited to such items as: reproduction costs, computer plotting, printing, mounting, travel/mileage, travel/tolls, copies, photography, meals, couriers/deliveries, etc. Reimbursable expenses will be paid for at cost times a 1.10 multiplier.

**EXHIBIT “C”
CITY OF WYLIE
GUIDELINES FOR COMPUTER AIDED DRAFTING AND DESIGN (CADD)**

1. Files shall be submitted in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be continuous (e.g. no dashed lines in required layers) and complete (connecting lines should meet at corners) within the subdivision/project. Layers outside of project/subdivision boundary may be dashed in CAD data as required for final Plats by Frisco Subdivision Ordinance Section 5.02.

EXHIBIT "D"
**CITY OF WYLIE GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

- I. **CONSULTANT'S RESPONSIBILITY**. The Consultant shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to the City for reimbursement, and Consultant shall be responsible for the accuracy thereof. Any overpayment by the City for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment(s) for services; however, this shall not be the City's sole and exclusive remedy for said overpayment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

- A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

- B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.
- C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** - Consultant shall make arrangements with the City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number or reproductions,

the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Consultant and/or the Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with the City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

1. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

1. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by the City's Project Manager.
2. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and the City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT "E"
CITY OF WYLIE CONTRACTOR INSURANCE GUIDELINES

I. Requirement of Insurance –

- A. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
- A. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- B. Such policy, with the exception of Professional Liability shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance.

II. Insurance Company Qualification – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. Certificate of Insurance – A Certificate of Insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a Certificate of Insurance shall also be provided to the City prior to the date the contract is renewed or extended.

IV. Insurance Checklist – “X” means that the following coverage is required for this Agreement.

	Coverage Required	Limits
<u> X </u>	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
<u> </u>	2. General Liability	▪ Minimum \$ 1,000,000.00 each occurrence;
<u> </u>	3. XCU Coverage	▪ Minimum \$ 1,000,000.00 per occurrence;
		▪ Minimum \$ 2,000,000.00 aggregate.
<u> X </u>	4. Professional Liability	▪ Minimum \$ 1,000,000.00 each occurrence;
		▪ Minimum \$ 2,000,000.00 in the aggregate.
<u> X </u>	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of \$ 2,000,000.00.
<u> </u>	6. City named as additional insured on General Liability Policy. This coverage is primary to all other coverage the City may possess.	
<u> X </u>	7. City provided with Waiver of Subrogation on Worker's Compensation Insurance.	
<u> X </u>	8. Thirty (30) days notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.	
<u> X </u>	9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).	
<u> X </u>	10. The Policy and Certificate of Insurance both must state the project title and bid number.	
<u> </u>	11. Other Insurance Requirements (State Below):	

AFFIDAVIT

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I, _____, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

Ownership of 10% or more of the voting shares of the business entity.

_____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000.00).

_____ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.

Other: _____

None of the Above.

Upon filing this affidavit with the City of Wylie, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this _____ day of _____, 2011.

Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared _____ and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2011.

Notary Public in and for the State of Texas
My commission expires:

EXHIBIT "G"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold; font-size: small;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px; font-size: x-small;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;">1 Name of person doing business with local governmental entity.</div>		
<div style="border: 1px solid black; padding: 2px;"><div style="display: flex; align-items: center; margin-bottom: 10px;"><div style="width: 20px; height: 20px; border: 1px solid black; margin-right: 10px;"></div><div>Check this box if you are filing an update to a previously filed questionnaire.</div></div><div style="font-size: x-small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate)</div></div>		
<div style="border: 1px solid black; padding: 2px;">3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</div>		
<div style="border: 1px solid black; padding: 2px;">4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</div>		

Amended 01/13/2006



Wylie City Council

AGENDA REPORT

Meeting Date: April 26, 2011
Department: Engineering
Prepared By: Chris Holsted
Date Prepared: April 18, 2011

Item Number: 3.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: Resolution, Agreement

Subject

Consider, and act upon, Resolution No. 2011-09(R) authorizing the City Manager to execute an Agreement with the Texas Department of Transportation for the furnishing, installing, and maintenance of traffic signal preemption equipment.

Recommendation

Motion to approve a Resolution No. 2011-09(R) authorizing the City Manager to execute an Agreement with the Texas Department of Transportation for the furnishing, installing, and maintenance of traffic signal preemption equipment.


Discussion

On December 14, 2010 Council approved an agreement with Lee Engineering for the design of traffic signal opticom detection upgrades. Opticom equipment allows emergency vehicles to preempt the normal operation of traffic lights which stops conflicting traffic and gives the emergency vehicle the right of way. The City of Wylie currently has seven traffic signals which do not have Opticom equipment installed. The intersections are FM 544 and Westgate, FM 544 and SH 78, SH 78 and Alanis, SH 78 and Westgate, SH 78 and Ballard, SH 78 and Brown, and SH 78 and Spring Creek. These signals are owned by TxDOT and we have submitted the final engineering plans for the installations.

Approval of the agreement will allow the City to proceed with the installation of the equipment. The opticom equipment will be purchased through a previous bid with the Houston Galveston Area Council. The price for the installation at the seven traffic signals is \$46,672.

The City of Wylie 1999 Bond Program identified \$750,000 for traffic control improvements and \$220,978 is available for the project.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Director	CH	04/18/11
City Manager		4/21/11

RESOLUTION NO. 2011-09(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF WYLIE FOR THE FURNISHING, INSTALLING AND MAINTENANCE OF TRAFFIC SIGNAL PREEMPTION EQUIPMENT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1: The City Manager of the City of WYLIE, Texas, is hereby authorized to execute, on behalf of the City Council of the City of WYLIE, Texas, the agreement between the Texas Department of Transportation and the City of Wylie for furnishing, installing, and maintenance of traffic signal preemption equipment,

SECTION 2: This Resolution shall take effect immediately upon its passage.

RESOLVED THIS THE 26th day of April, 2011.

ERIC HOGUE, Mayor

ATTEST TO:

CAROLE EHRLICH, City Secretary

EXHIBIT “A”

Agreement



Texas Department of Transportation

P.O. BOX 133067 • DALLAS, TEXAS 75313-3067 • (214) 320-6100

April 7, 2011

Agreement for Furnishing, Installing
And Maintenance of Traffic Signal
Preemption Equipment
City of Wylie
Collin County

Mr. Chris Holsted, P.E.
City Engineer
2000 Highway 78 North
Wylie, Texas 75098

Dear Mr. Holsted:

Please find attached, two (2) original *Agreements for Furnishing, Installing and Maintenance of Traffic Signal Preemption Equipment* for your review and approval. If all is satisfactory, please obtain authorized signatures on both originals and return both to me for further processing. A fully executed original will be returned to you for your files and use. Also, a State's form 1560 Certificate of Insurance has been provided due to the Article 11. Insurance provision.

Prior to installation of any equipment, please contact our Traffic Signal Office Supervisor, Mr. Lanny Surratt at 214-320-6683 to coordinate. The State's traffic signal technicians will work with you to ensure proper progression of the project.

If you have any questions regarding the Agreement, please contact Angela Green at 214-320-4432.

Sincerely,



Melanie B. Young P.E.
District Transportation Operations Engineer

Attachment

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**AGREEMENT FOR THE FURNISHING, INSTALLING AND
MAINTENANCE OF TRAFFIC SIGNAL PREEMPTION EQUIPMENT**

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the City of Wylie, hereinafter called the "City", acting by and through its duly authorized officers.

W I T N E S S E T H

WHEREAS, the State owns and maintains a system of highways and roadways in the City of Wylie pursuant to Transportation Code, Section 201.103; and

WHEREAS, the City or its contractor has requested to install emergency vehicle preemption systems at the locations listed on Exhibit A;

WHEREAS, the State and the City are in agreement that the proposed systems will be installed;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

ARTICLE 1. CONTRACT PERIOD

This agreement becomes effective on final execution by the State and shall remain in effect as long as said traffic signal preemption equipment is in operation at the described locations.

ARTICLE 2. TERMINATION

This agreement may be terminated by one of the following conditions:

- 1) By mutual agreement of both parties;
- 2) By the State giving written notice to the City or its contractor as consequence of failure by the City or its contractor to satisfactorily perform the services and obligations set forth in this agreement, with proper allowances being made for circumstances beyond the control of the City or its contractor;
- 3) By either party upon thirty (30) days written notice to the other.

ARTICLE 3. COMPENSATION

No compensation shall be paid for this agreement.

ARTICLE 4. PERSONNEL, EQUIPMENT, AND MATERIAL

- A. The City or its contractor will use labor and supervisory personnel employed directly by the City or its contractor, and use City owned or its contractor owned machinery, equipment, and vehicles necessary for the work. In the event that the City or its contractor does not have the machinery, equipment, and vehicles necessary to perform the work, the machinery, equipment, and vehicles may be rented or leased as necessary.
- B. No reimbursement shall be paid for any materials supplied by the City or its contractor. All materials shall be new and undepreciated stock.

- C. Any necessary changes to the existing signal required to install the preemption system will be at the City's expense.
- D. If it becomes necessary to adjust, replace or reinstall the preemption system due to reconstruction of the intersection or upgrading of the signals, it shall be done by the City at City expense.

ARTICLE 5. INSPECTION OF WORK

- A. The State shall make suitable and complete inspection of all materials, and equipment, and the work of installation to determine and permit certification that the components meet all applicable requirements and are in suitable condition for operation and maintenance by the City or its contractor after its completion. All components of the system will be subject to random testing and inspections by the State.
- B. The City or its contractor will provide opportunities, facilities, and representative samples, as may be required, to enable the State to carry on initial and random inspections of all materials and application methods; sufficient to afford determination and certification by the State that all parts of the installation and the component materials comply with the State standards and specifications. The State will promptly notify the City or its contractor of any failure of materials, equipment, or installation methods, and the City or its contractor will take such measures necessary to obtain acceptable systems components and installation procedures without delay.

ARTICLE 6. RESPONSIBILITIES OF THE PARTIES

The parties agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives and agents. State shall not be held responsible for the operation (or non-operation) of the preempt equipment, or for any effect it may have on emergency vehicle response.

ARTICLE 7. DE-ACTIVATION OF THE PREEMPT SYSTEM

The State reserves the right to disconnect the preempt system from the traffic signals should any problem arise affecting the State including that the State has determined that the preemption is being abused. The State will notify the appropriate City office of the de-activation of the preempt system. Upon correction of the problem the preempt system would be re-connected.

ARTICLE 8. PREEMPTION INSTALLATION REQUIREMENTS

The City or its contractor shall furnish and install an aluminum lockable cabinet for the preemption system equipment. The preemption cabinet shall be attached to the State's traffic signal cabinet by means of a two (2) inch Myer's hub supplied by the City or its contractor. The City or its contractor will furnish and install a Cannon type disconnect plug between the State's traffic signal cabinet and the preemption cabinet. The State will furnish 120 volts AC power to the preemption cabinet for all auxiliary equipment. All transformation of power shall take place within the preemption cabinet. The State will allow the preemption equipment to monitor all outgoing green traffic signal indications. The preemption equipment will supply a maximum of four preemption inputs.

ARTICLE 9. REPORTS

Upon written request, the City will be required to supply the State with a list of preemptions. The list shall show date, time, intersection, direction, and duration of each preemption and vehicle identification information of the emergency vehicle requesting each preemption. At the request

of the State, the Local Government shall submit any information required by the State in the format directed by the State.

ARTICLE 10. REMEDIES

Violation or breach of contract terms by the City or its contractor shall be grounds for termination of the agreement, and any increased cost arising from the City or its contractor's default, breach of contract, or violation of terms shall be paid for by the City or its contractor. This agreement shall not be considered as specifying the exclusive remedy for default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

If at any time, the City or its contractor fails to assume the maintenance and operations responsibilities for the preemption systems in a satisfactory manner as determined by the State, the State reserves the right to arrange for maintenance and operations at the expense of the City or its contractor. The State shall contact the appropriate City authority prior to the arrangement for alternative maintenance.

ARTICLE 11. INSURANCE

The City shall provide necessary safeguards to protect the public on State-maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the preemption equipment, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right-of-way, the City's construction contractor shall submit to the State a fully executed copy of the State's form 1560 Certificate of Insurance and shall maintain the required coverage during the construction of all work associated with this agreement.

ARTICLE 12. SUBLETTING

The City or its contractor shall not sublet or transfer any portion of its responsibilities and obligations under this agreement unless specifically authorized in writing by the State. In the event the City or its contractor enters into subcontracts, the subcontractors must adhere to the provisions of this agreement.

ARTICLE 13. SUCCESSORS AND ASSIGNS

The City or its contractor shall not assign or otherwise transfer its rights or obligations under this agreement except with the prior written consent of the State.

ARTICLE 14. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 15. INSPECTION OF CITY'S BOOKS AND RECORDS

- A.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.
- B.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract.

Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 16. NOTICES

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
City of Wylie	Texas Department of Transportation
Attn: City Manager	Attn: District Engineer
2000 Highway 78 North	4777 E. Highway 80
Wylie, TX 75098	Mesquite, TX 75150

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

ARTICLE 17. GOVERNING LAWS AND VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this agreement must be filed in Travis County, Texas.

ARTICLE 18. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting within the subject matter.

IN WITNESS WHEREOF, the State and the City have signed duplicate counterparts of this agreement.

THE CITY OF WYLIE

Executed on behalf of the City by:

By _____ Date _____

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____

William L. Hale, P.E.
Dallas District Engineer

EXHIBIT A

FM 544 at Westgate Way
SH 78 at Sanden Blvd/Alanis Dr
SH 78 at Westgate Way
SH 78 at FM 544
SH 78 at Ballard Ave
SH 78 at Brown St
SH 78 at Spring Creek Pkwy/Kreymer Ln



CERTIFICATE OF INSURANCE

Form 1560
(Rev. 04/07)
Previous editions of this form may not be used.
Page 1 of 2

Prior to the beginning of work, the Contractor shall obtain the minimum insurance and endorsements specified. Only the TxDOT certificate of insurance form is acceptable as proof of insurance for department contracts. Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page two of this form. Copies of endorsements listed below are not required as attachments to this certificate.

Insured: _____

Street/Mailing Address: _____

City/State/Zip: _____

Phone Number: () -

WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone #: () -	
Address:			City, State, Zip:	
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability:
Workers' Compensation				Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone #: () -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Commercial General Liability Insurance				Not Less Than: \$ 600,000 combined single limit

BUSINESS AUTOMOBILE POLICY:

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone #: () -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Business Automobile Policy Bodily Injury Property Damage				Not Less Than: \$ 250,000 each person \$ 500,000 each occurrence \$ 100,000 each occurrence

UMBRELLA POLICY (if applicable):

Carrier Name:			Carrier Phone #: () -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Umbrella Policy				

Agency Name

Address

City, State, Zip Code

() -

Authorized Agent's Phone Number

Authorized Agent Original Signature

Date

This Certificate of Insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the named insurance company. Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the agent or the insurance company has sent written notice by certified mail to the contractor and the Texas Department of Transportation.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named meet all the requirements stipulated and such policies are in full force and effect. *If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.*

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Fax completed form to: 512/416-2536

NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day** prior to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

The SIGNATURE of the agent is required.

CERTIFICATE OF INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

COMMERCIAL GENERAL LIABILITY INSURANCE:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence
	\$100,000 for aggregate

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

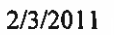
BUSINESS AUTOMOBILE POLICY:

The coverage amount for a Business Automobile Policy may be shown as a minimum of \$600,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for Comprehensive Automobile Liability Insurance or Texas Business Automobile Policy.

MAIL ALL CERTIFICATES TO:

Texas Department of Transportation
CST – Contract Processing Unit (RA/200 – 1st Fl.)
125 E. 11th Street
Austin, TX 78701-2483
512/416-2540 (Voice), 512/416-2536 (Fax)



46672



Wylie City Council

AGENDA REPORT

Meeting Date:	<u>April 26, 2011</u>	Item Number:	<u>4..</u> <i>(City Secretary's Use Only)</i>
Department:	<u>Finance</u>	Account Code:	<u></u>
Prepared By:	<u>Linda Bantz</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>April 14, 2011</u>	Exhibits:	<u>Resolution</u>

Subject

Consider, and act upon, Resolution No. 2011-10(R) designating the Finance Director, the City Manager and the Assist. Finance Director as authorized representatives to invest City funds in the TexPool Local Government Investment Pool and authorizing the Accountant selected information authority.

Recommendation

Motion to approve Resolution No. 2011-10(R) designating the Finance Director, the City Manager and Assist. Finance Director as authorized representatives to invest City funds in the TexPool Local Government Investment Pool and authorizing the accountant selected information authority.

Discussion

The City currently utilizes TexPool as an investment option. TexPool is a local government investment pool under the oversight of the Comptroller of Public Accounts. Administrative and investment services are provided to TexPool by Federated Investors, Inc. The City has been a TexPool participant for many years and has received excellent service.

Due to changes in personnel within the Finance Department it is necessary to change the authorized representatives in TexPool. To do so requires a resolution of the governing body. Authorized representatives are the only people within the City allowed to make transactions with TexPool on behalf of the City. Authorized representatives for the City would be Linda Bantz, Finance Director, Mindy Manson, City Manager and Melissa Beard, Assistant Finance Director. Ms. Bantz would be designated as the Primary Representative. The City Investment Policy allows participation in TexPool and further allows Ms. Bantz, as Investment Officer, or her designee to effect necessary transactions with TexPool.

In addition, Accountant, Ron Arp, would be authorized to perform only inquiry of selected information with passage of this resolution.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Director	<u>LB</u>	<u>4/14/11</u>
City Manager	<u>MM</u>	<u>4/20/11</u>

RESOLUTION NO. 2011-10(R)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WYLIE, TEXAS, AUTHORIZING PARTICIPATION IN TEXPOOL
AND DESIGNATING AUTHORIZED REPRESENTATIVES**

WHEREAS, the City of Wylie, Texas, ("Participant") is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pools ("TexPool"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1: That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

SECTION 2: That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the participant's TexPool/TexPool Prime account or (2) is no longer employed by the Participant; and

SECTION 3: That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional authorized Representative is an officer, employee, or agent of the Participant;

Names of the authorized representatives of the Participant are:

1. Name Linda Bantz **Title** Finance Director

Signature _____

Phone- 972-516-6122 **Fax-** 972-516-6142

Email- linda.bantz@wylietexas.gov

2. Name Mindy Manson Title City Manager

Signature _____

Phone- 972-516-6001 Fax- 972-516-6026

Email- mindy.manson@wylietexas.gov

3. Name Melissa Beard Title Assistant Finance Director

Signature _____

Phone- 972-516-6123 Fax- 972-516-6142

Email- melissa.beard@wylietexas.gov

Name of the Authorized Representative that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement is:

4. Name Linda Bantz Title Finance Director

Signature _____

Phone- 972-516-6122 Fax- 972-516-6142

Email- linda.bantz@wylietexas.gov

The authorized representative designated to perform inquiry only of selected information is:

5. Name Ron Arp Title Accountant

Signature _____

Phone- 972-516-6125 Fax- 972-516-6142

Email- ron.arp@wylietexas.gov

SECTION 4: That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant and until TexPool receives a copy of any such amendment or revocation. And, that this resolution supersedes all prior authorized representative designations.

THIS RESOLUTION IS HEREBY INTRODUCED AND ADOPTED by the Participant at its regular meeting held on the 26th day of April, 2011.

NAME OF PARTICIPANT: City of Wylie

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary



Wylie City Council

AGENDA REPORT

1

Meeting Date: April 26, 2011
Department: Finance
Prepared By: Finance
Date Prepared: April 15, 2010

Item Number: 5.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: 3

Subject

Consider, and act upon, Ordinance No. 2010-12 amending Ordinance No. 2010-17 (2010-2011 Budget) for proposed mid-year amendments for fiscal year 2010-2011.

Recommendation

Motion to approve Ordinance No. 2010-12 amending Ordinance No. 2010-17 (2010-2011 Budget) for proposed mid-year amendments for fiscal year 2010-2011.

Discussion

The mid-year budget amendments are generally intended to cover unanticipated and/or unavoidable revenue and expenditure adjustments to the adopted budget. The detail is attached for the requested items which are located within the General Fund, Utility Fund, Emergency Communications, 4B Fund, Wylie Economic Development Corporation, and the Fire Training Center Fund. The requests are further defined as neutral (matching revenues to expenditures), revenue increases, or expenditure increases.

Approved By

Department Director
City Manager

Initial

LB

Date

04/15/2011

4/21/11

ORDINANCE NO. 2011-12

**AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING
ORDINANCE NO. 2010-17, WHICH ESTABLISHED THE BUDGET
FOR FISCAL YEAR 2010-2011; REPEALING ALL CONFLICTING
ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council heretofore adopted Ordinance No. 2010-17 setting forth the Budget for Fiscal Year 2010-2011 beginning October 1, 2010, and ending September 30, 2011; and,

WHEREAS, the City Departments and Divisions routinely review their budget appropriations at mid-year to determine if any changes are necessary; and

WHEREAS, based upon said review the City staff now recommends that certain amendments to the Budget be considered by the City Council; and,

WHEREAS, the City Council has the authority to make amendments to the City Budget under Article VII, Section 4 of the City Charter, as well as State law; and,

WHEREAS, the City Council has determined that the proposed amendments to the FY 2010-2011 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WYLIE, TEXAS:

SECTION I: The proposed amendments to the FY2010-2011 Budget of the City of Wylie, as heretofore adopted by Ordinance No. 2010-17, are, completely adopted and approved as amendments to the said FY2010-2011 Budget being described in Exhibit "A" (Statement of Revenue and Expenditures), attached hereto and made a part hereof for all purposes.

SECTION II: All portions of the existing FY2010-2011 Budget and Ordinance No. 2010-17, except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

SECTION III: Should any paragraph, sentence, sub-division, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

SECTION IV: This ordinance shall be in full force and effect from and after its adoption by the City Council as the law and the City Charter provide in such cases.

SECTION V: That all other ordinances and code provisions in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other provisions of the Wylie City Code not in conflict herewith shall remain in full force and effect.

SECTION VI: The repeal of any ordinance, or parts thereof, by the enactment of the Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue, nor as affecting any rights of the municipality under any section or provision of any ordinances at the time of passage of this ordinance.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 26th day of April, 2011.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary

Exhibit "A"

GENERAL FUND STATEMENT OF REVENUES AND EXPENDITURES

	BUDGET 2010-2011	PROJECTED PERSONNEL SAVINGS	OTHER AMENDMENTS	AMENDED 2010-2011
BEGINNING BALANCE	\$ 7,413,328			\$ 8,305,011
REVENUES:				
Ad Valorem Taxes	13,751,556	-	-	13,751,556
Sales Taxes	2,608,112	-	130,000	2,738,112
Franchise Fees	2,260,000	-	-	2,260,000
Licenses & Permits	287,030	-	-	287,030
Intergovernmental Revenues	595,067	-	7,925	602,992
Service Fees	2,204,000	-	-	2,204,000
Court Fees	548,107	-	-	548,107
Interest & Miscellaneous	333,646	-	19,000	352,646
Total Revenues	22,587,518	-	156,925	22,744,443
OTHER FINANCING SOURCES:				
Transfers from Other Funds	1,252,612	-	-	1,252,612
Transfer from Fleet Fund for Current Vehicles	217,500	-	-	217,500
Transfer from Fleet Fund to Close Fund	525,000			525,000
Use of Fund Balance for Emergency Communications	880,932			880,932
Use of Fund Balance for General Obligation Debt Services	400,000			400,000
Use of Fund Balance for Equipment for Municipal Complex	150,000			150,000
Use of Fund Balance for Streets and Alleys	200,000			200,000
Use of Fund Balance for Library Carry Over			26,003	26,003
Total Other Financing Sources	3,626,044	-	-	3,652,047
Total Revenues & Transfer in	24,582,630	-		24,739,555
TOTAL AVAILABLE RESOURCES	31,995,958			33,044,566
EXPENDITURES:				
General Government				
City Council	83,281	0	0	83,281
City Manager	787,994	-7,661	0	780,333
City Secretary	243,827	-2,462	0	241,365
City Attorney	128,000	0	0	128,000
Finance	855,227	-339	0	854,888
Facilities	286,800	0	0	286,800
Support Services	0	0	0	0
Municipal Court	345,488	-26,639	0	318,849
Human Resources	196,051	-1,358	0	194,693
Purchasing	115,342	-765	0	114,577
Information Technology	979,551	27,364	20,034	1,026,949
Animal Control	277,775	5,303	11,432	294,510
Public Safety				
Police	5,517,802	-186,757	7,925	5,338,970
Fire	5,304,604	0	21,000	5,325,604
Development Services				
Planning	469,045	-5,771	1,710	464,984
Building	671,287	-9,970	0	661,317
Code Enforcement	193,542	-2,856	0	190,686
Streets	1,313,233	32,981	0	1,346,214
Community Services				
Parks	1,624,539	184	0	1,624,723
Recreation	207,350	0	0	207,350
Library	1,178,693	-13,173	52,433	1,217,953
Non - Departmental	4,909,131	0	91,940	5,001,071
Transfers to Other Funds	1,396,714	0	0	1,396,714
Total Expenditures	25,688,562	(191,919)	206,474	25,703,117
ENDING FUND BALANCE	\$ 6,307,396			\$ 7,341,449

Exhibit "A"

UTILITY FUND STATEMENT OF REVENUES AND EXPENDITURES

	BUDGET 2010-2011	PROJECTED PERSONNEL SAVINGS	OTHER AMENDMENTS	AMENDED 2010-2011
BEGINNING BALANCE	\$ 10,624,394			\$ 11,356,977
REVENUES:				
Ad Valorem Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Fees	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental Revenues	-	-	-	-
Service Fees	9,714,000	-	-	9,714,000
Court Fees	-	-	-	-
Interest & Miscellaneous	65,000	-	-	65,000
Total Revenues	9,779,000	-	-	9,779,000
OTHER FINANCING SOURCES:				
Transfers from Other Funds	1,500,000	-	-	1,500,000
Transfer from Fleet Fund for Current Vehicles	16,440	-	-	16,440
Transfer from Fleet Fund to Close Fund	225,000	-	-	225,000
Use of Utility Fund - Fund Balance	-	-	-	-
Total Other Financing Sources	1,741,440	-	-	1,741,440
Total Revenues & Transfer in	11,520,440	-	-	11,520,440
TOTAL AVAILABLE RESOURCES	22,144,834			22,877,417
EXPENDITURES:				
Utilities				
Utility Administration	317,274	17,155	0	334,429
Utility - Water	1,048,752	-13,044	0	1,035,708
Engineering	435,016	-6,929	0	428,087
Utility - Sewer	635,126	-5,779	0	629,347
Utility Billing	579,187	13,079	18,171	610,437
Non - Departmental	7,010,883	0	1,550,000	8,560,883
Transfers to Other Funds	1,247,612	0	0	1,247,612
Total Expenditures	10,026,238	4,482	1,568,171	11,598,891
ENDING FUND BALANCE	\$ 11,877,156			\$ 11,037,086

Exhibit "A"

EMERGENCY COMMUNICATIONS FUND STATEMENT OF REVENUES AND EXPENDITURES

	BUDGET 2010-2011	PROJECTED PERSONNEL SAVINGS	OTHER AMENDMENTS	AMENDED 2010-2011
REVENUES:				
911 Fees	373,000	-	-	373,000
Alarm Fees	220,000	-	-	220,000
Intergovernmental Revenues	7,500	-	-	7,500
Interest & Miscellaneous	2,000	-	-	2,000
Total Revenues	602,500	-	-	602,500
OTHER FINANCING SOURCES:				
Transfers from Other Funds	996,714	-	-	996,714
Use of Emer. Comm. Fund - Fund Balance	-	-	-	-
Total Other Financing Sources	996,714	-	-	996,714
Total Revenues & Transfer in	1,599,214	-	-	1,599,214
EXPENDITURES:				
Public Safety				
Dispatch Services	2,847,484	-46,298	0	2,801,186
Transfers to Other Funds	0	0	0	0
Total Expenditures	2,847,484	(46,298)	0	2,801,186

Exhibit "A"

WYLIE ECONOMIC DEVELOPMENT STATEMENT OF REVENUES AND EXPENDITURES

	BUDGET 2010-2011	PROJECTED PERSONNEL SAVINGS	OTHER AMENDMENTS	AMENDED 2010-2011
REVENUES:				
Sales Taxes	1,299,056	-	65,000	1,364,056
Interest & Miscellaneous	730,050	-	-	730,050
Total Revenues	2,029,106	-	65,000	2,094,106
OTHER FINANCING SOURCES:				
Transfers from Other Funds	-	-	-	-
Use of WEDC Fund - Fund Balance	-	-	-	-
Total Other Financing Sources	-	-	-	-
Total Revenues & Transfer in	2,029,106	-	65,000	2,094,106
EXPENDITURES:				
Economic Development Development Corporation	7,666,954	3,389	(3,389)	7,666,954
Transfers to Other Funds	-	-	-	-
Total Expenditures	7,666,954	3,389	(3,389)	7,666,954

Exhibit "A"

4B SALES TAX STATEMENT OF REVENUES AND EXPENDITURES

	BUDGET 2010-2011	PROJECTED PERSONNEL SAVINGS	OTHER AMENDMENTS	AMENDED 2010-2011
REVENUES:				
Sales Taxes	1,299,056	-	65,000	1,364,056
Service Fees	10,000	-	-	10,000
Interest & Miscellaneous	12,500	-	-	12,500
Total Revenues	1,321,556	-	65,000	1,386,556
OTHER FINANCING SOURCES:				
Transfers from Other Funds	-	-	-	-
Use of 4B Sales Tax - Fund Balance	-	-	-	-
Total Other Financing Sources	-	-	-	-
Total Revenues & Transfer in	1,321,556	-	65,000	1,386,556
EXPENDITURES:				
Community Services				
Parks	318,252	-	-	318,252
Recreation	229,160	-	-	229,160
Transfers to Other Funds	565,000	-	-	565,000
Total Expenditures	1,112,412	-	-	1,112,412

Exhibit "A"

FIRE TRAINING CENTER STATEMENT OF REVENUES AND EXPENDITURES

	BUDGET 2010-2011	PROJECTED PERSONNEL SAVINGS	OTHER AMENDMENTS	AMENDED 2010-2011
REVENUES:				
First Responder Fees	35,000	-	-	35,000
Interest & Miscellaneous	350	-	-	350
Total Revenues	35,350	-	-	35,350
OTHER FINANCING SOURCES:				
Transfers from Other Funds	-	-	-	-
Use of Fire Training - Fund Balance	-	-	80,635	80,635
Total Other Financing Sources	-	-	80,635	80,635
Total Revenues & Transfer in	35,350	-	80,635	35,350
EXPENDITURES:				
Fire Training				
Fire Training Center	18,325	-	80,635	98,960
Transfers to Other Funds	0	-	-	0
Total Expenditures	18,325	-	80,635	98,960

REQUEST FORM - MIDYEAR BUDGET REQUEST

FISCAL YEAR 2011

RANK	1	OF	1	REQUEST:	General Fund Sales Tax	DEPARTMENT: General Fund Revenue
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New Request: ☐ Yes ☐ No ☐ New personnel? ☐ Salary Grade: _____
 Funds already expensed or received? ☐ No ☐ Change Level of current personnel? From: _____ To: _____

PURPOSE/OBJECTIVE OF REQUEST:
 To increase the General Fund sales tax revenue from \$2,598,112 to \$2,728,112.

ACCOUNT NO.	DESCRIPTION	AMOUNT
100 4000 40210	Sales Tax	130,000
TOTAL		130,000

ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011**

RANK	1	OF	2	REQUEST:	Misc. Technology/Software	DEPARTMENT: IT
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New Request: Yes ☐ No ☒ New personnel? ☐ Salary Grade: _____

Funds already expensed or received? ☐ No ☒ Change Level of current personnel? From: _____ To: _____

PURPOSE/OBJECTIVE OF REQUEST:

Additional overtime needed to complete projects and support for existing users. With all the new systems and users that have come on line, IT does not have enough man hours to keep up without working substantial overtime. Auditing services proved to be a much larger project then anticipated. Additional phone system resources (speaker phones and fax lines) are needed for City Hall and Library. Brazos Technology has submitted an unanticipated expense for the ticket writer software that will need to be paid this fiscal year.

ACCOUNT NO.		DESCRIPTION	AMOUNT
100	5155	51130 Overtime	17,000
100	5155	56040 Auditing Services	10,000
100	5155	52130 Phone System Maintenance	5,000
100	5155	54810 Brazos Technology	2,083

TOTAL	34,083
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ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011**

RANK	1	OF	3	REQUEST:	General Fund Sales Tax Reimb.	DEPARTMENT: Non-Departmental
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New Request:

Yes

New personnel?

Salary Grade:

Funds already expensed or received?

No

Change Level of current personnel?

From:

To:

PURPOSE/OBJECTIVE OF REQUEST:

To increase the General Fund sales tax reimbursement from \$258,060 to \$350,000.

ACCOUNT NO.		DESCRIPTION	AMOUNT
100	5181	56990	Reimbursement of Sales Tax
			91,940

TOTAL			91,940
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ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011**

RANK	1	OF	4	REQUEST:	SANE Exams/Comptroller	DEPARTMENT: Police
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New Request: Yes New personnel? Salary Grade: _____

Funds already expensed or received? ☒ Yes Change Level of current personnel? From: To: _____

PURPOSE/OBJECTIVE OF REQUEST:

Funds received for SANE exams in the amount of \$2,792.

ACCOUNT NO.		DESCRIPTION	AMOUNT
100	5211	52250 Medical and Surgical	2,792
TOTAL			2,792

ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011**

RANK	1	OF	5	REQUEST:	Training and Travel/Comptroller	DEPARTMENT:	Police
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New Request: Yes New personnel? Salary Grade: _____

Funds already expensed or received? ☒ Yes Change Level of current personnel? From: To: _____

PURPOSE/OBJECTIVE OF REQUEST:

Funds received from the Texas Comptroller in the amount of \$3,612 for Travel and Training. These funds are earmarked specifically for training.

ACCOUNT NO.		DESCRIPTION	AMOUNT
100	5211	56210 Travel and Training	3,612
TOTAL			3,612

ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011**

RANK	1	OF	6	REQUEST:	BRVs from Grant Funding	DEPARTMENT: Police
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New Request:

Yes

New personnel?

Salary Grade: _____

Funds already expensed or received?

☒ Yes

Change Level of current personnel?

From:

To:

PURPOSE/OBJECTIVE OF REQUEST:

Grant funds received for bullet resistant vests in the amount of \$1,521.

ACCOUNT NO.		DESCRIPTION	AMOUNT
100	5211	52710 Wearing Apparel and Uniforms	1,521

TOTAL	1,521
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ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011****RANK****1****OF****7****REQUEST:****Fire Inspector PPE****DEPARTMENT: Fire****New Request:****Yes****New personnel?****Salary Grade:****Funds already expensed or received?****No****Change Level of current personnel?****From:****0****To:****1****PURPOSE/OBJECTIVE OF REQUEST:**

The new inspector hired in March 2011 will need all the PPE normally issued to a new fire fighter plus two additional items which are a duty pistol and a bullet resistant vest. The added cost has been added to this mid-year budget amendment for the Fire Inspector/Investigator. This equipment does not exist in WFR, and the hiring was not anticipated during last year's budget preparation.

ACCOUNT NO.		DESCRIPTION	AMOUNT
100	5231	52710 Personnel Protective Equipment (PPE)	2,760
100	5231	52710 Bullet Resistant Vest (inspector)	770
100	5231	52130 Glock pistol (Wylie Public Safety standard)	470

TOTAL**4,000****ADDITIONAL COMMENTS:**

Until this is funded the inspector will be wearing back-up reserve gear. This money was not budgeted due to the previous incumbent being an internal transfer of a police officer. Since the previous inspector transferred from the police department he came equipped with all these items. The original person to hold this position was not a licensed police officer.

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011**

RANK	1	OF	8	REQUEST:	SCBA Replacement	DEPARTMENT:	Fire
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New Request: Yes ☐ No ☒ New personnel? ☐ Salary Grade: _____

Funds already expensed or received? ☐ No ☒ Change Level of current personnel? From: _____ To: _____

PURPOSE/OBJECTIVE OF REQUEST:

Replacement of 4 Self Contained Breathing Apparatus. - Wylie currently has 32 airpaks in service. 20 of those airpaks were purchased in December of 2001 and have just run out of warranty.

ACCOUNT NO.		DESCRIPTION	AMOUNT
100	5231	58850	Self Contained Breathing Apparatus X4
			17,000
TOTAL			17,000

ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011**

RANK	1	OF	9	REQUEST:	Temp Worker	DEPARTMENT: Animal Control
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New Request: Yes ☐ No ☒ New personnel? ☐ Salary Grade: _____

Funds already expensed or received? ☐ From: _____ To: _____

PURPOSE/OBJECTIVE OF REQUEST:

Due to one of the Animal Control Officers being on FLSA and eventually being dismissed there was a shortage of help in the unit. A temporary kennel tech was hired to help complete functions of the unit. Funds were transferred to cover the cost of the temp position in the amount of \$11,082. Request funds be replaced in accounts that were affected.

ACCOUNT NO.		DESCRIPTION	AMOUNT
100	5251	Other	5,000
100	5251	Office Supplies	1,000
100	5251	Travel and Training	2,490
100	5251	Special Services	2,592

TOTAL	11,082
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ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011**

RANK	1	OF	10	REQUEST:	Temp Worker	DEPARTMENT: Animal Control
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New Request: Yes ☐ No ☒ New personnel? ☐ Salary Grade: _____

Funds already expensed or received? ☐ Change Level of current personnel? From: _____ To: _____

PURPOSE/OBJECTIVE OF REQUEST:

There are currently four Animal Control Officers that perform all functions associated with animal services including stray or loose dogs and livestock, animal adoptions, ordinance enforcement and investigation, care of animals in the shelter and cleaning and maintenance of the kennels. The four ACO's work on Saturdays and Sundays to care for the animals and clean. Having a part time Kennel Technician that can focus on basic care and cleaning would allow the ACO's to function as their position is needed. The ACO's are stretched to their limit with a growing call load. This would greatly assist in spreading the workload and the morale of the employees.

ACCOUNT NO.		DESCRIPTION	AMOUNT
100	5251	51112 Part-time salary	6,200
100	5251	51440 FICA	400
100	5251	51450 Medicare	90
100	5251	52710 Uniforms	200
100	5251	56210 Training	100
100	5251	52210 Office Supplies	50
TOTAL			7,040

ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST

FISCAL YEAR 2011

RANK	1	OF	11	REQUEST:	Annual Maintenance	DEPARTMENT: Planning
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New Request: Yes ☐ No ☒ New personnel? ☐ Salary Grade: _____

Funds already expensed or received? ☐ No ☒ Change Level of current personnel? From: _____ To: _____

PURPOSE/OBJECTIVE OF REQUEST:

To cover the annual maintenance on copy machine that is unique to the Planning department. This machine (HP5500) does highly complex printouts of plats, plans, etc. and needs to kept in optimal operating condition. This is expense was not budgeted in the IT department as was originally believed at the beginning of the fiscal year.

ACCOUNT NO.		DESCRIPTION	AMOUNT
100	5311	54810 Computer Hard/Software	1,710
TOTAL			1,710

ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST

FISCAL YEAR 2011

RANK	1	OF	12	REQUEST:	Lone Star Grant	DEPARTMENT: Library
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New Request:	Yes	New personnel?	Salary Grade:
Funds already expensed or received?	No	Change Level of current personnel?	From: To:

PURPOSE/OBJECTIVE OF REQUEST:

The library is using a portion of the Lone Star Grant to purchase a coin-op for the children's department. The coin-op is attached to the printer system that allows for a self-help printer station. This frees staff time to assist patrons with reference questions.

ACCOUNT NO.		DESCRIPTION	AMOUNT
100	5551	54630	2,650
		Coin-op Machine	

TOTAL	2.650
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ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011**

RANK	1	OF	13	REQUEST:	Lone Star Grant	DEPARTMENT: Library
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New Request:

Yes

New personnel?

Salary Grade: _____

Funds already expensed or received?

☒ Yes

Change Level of current personnel?

From:

To:

PURPOSE/OBJECTIVE OF REQUEST:

The remaining Lone Star Grant will be spent on the Opening Day Collection.

ACCOUNT NO.		DESCRIPTION	AMOUNT
100	5551	52620 Library books	1,996

TOTAL	1,996
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ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST

FISCAL YEAR 2011

RANK	1	OF	14	REQUEST:	Lone Star Grant	DEPARTMENT: IT
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New Request: ☐ Yes ☐ No ☐ New personnel? ☐ Salary Grade: _____
 Funds already expensed or received? ☐ No ☐ Change Level of current personnel? From: _____ To: _____

PURPOSE/OBJECTIVE OF REQUEST:
 The library is using Lone Star Grant funds to purchase a public service desk computer for the Teen Room.

ACCOUNT NO.		DESCRIPTION	AMOUNT
100	5155	52130 Computer	1,200
100	5155	52130 TLC License	1,500
100	5155	52130 Microsoft License	250
TOTAL			2,950

ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST

FISCAL YEAR 2011

RANK	1	OF	15	REQUEST:	Lone Star Grant	DEPARTMENT: Library
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New Request: Yes New personnel? Salary Grade: _____
 Funds already expensed or received? ☐ No Change Level of current personnel? From: To:

PURPOSE/OBJECTIVE OF REQUEST:
 A portion of the Lone Star Grant will be used to purchase Newsbank, an online resource that has the Dallas Morning News and an obituary index. The resource is available online and in house.

ACCOUNT NO.		DESCRIPTION	AMOUNT
100	5551	54810 Newsbank	2,134
TOTAL			2,134

ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011**

RANK	1	OF	16	REQUEST:	Lone Star Grant	DEPARTMENT: Library
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New Request: Yes _____ Salary Grade: _____
 Funds already expensed or received? ☒ Yes/ ☐ No From: _____ To: _____
 Change Level of current personnel?

PURPOSE/OBJECTIVE OF REQUEST:

The library is spending a portion of the Lone Star Grant on sending the Library Director to the Texas Library Association Convention in Austin.

ACCOUNT NO.		DESCRIPTION	AMOUNT
100	5551	56210 Conference Registration	250
100	5551	56210 Air Travel	260
100	5551	56210 Meals	140

TOTAL	650
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ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST

FISCAL YEAR 2011

RANK	1	OF	17	REQUEST:	BTOP	DEPARTMENT: Library
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New Request: ☐ Yes ☐ No New personnel? ☐ Yes ☐ No Salary Grade: _____
 Funds already expensed or received? ☐ Yes ☐ No Change Level of current personnel? From: _____ To: _____

PURPOSE/OBJECTIVE OF REQUEST:
 The library received reimbursement for the World Book Online through the Broadband Technology Opportunity Program.
 Note: This is not a midyear amendment. Funds spent were directly reimbursed through above program.

ACCOUNT NO.	DESCRIPTION	AMOUNT
100 5551 54810	World Book Online	2,682
TOTAL		2,682

ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011**

RANK	1	OF	18	REQUEST:	Friends Sponsorship of Program	DEPARTMENT:	Library
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New Request: Yes _____ Salary Grade: _____

Funds already expensed or received? ☐ No ☐ Yes _____ Change Level of current personnel? From: _____ To: _____

PURPOSE/OBJECTIVE OF REQUEST:

The Friends sponsor the Be-Tween Book and Movie Club annually. This year they also sponsored nationally known author Gordon Korman.

ACCOUNT NO.	DESCRIPTION	AMOUNT
100 5551 56040	Special Services	2,000
TOTAL		2,000

ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011**

RANK	1	OF	19	REQUEST:	Friends Donation for Collection	DEPARTMENT:	Library
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New Request: Yes _____ Salary Grade: _____

Funds already expensed or received? ☒ Yes _____ To: _____

Change Level of current personnel? From: _____

PURPOSE/OBJECTIVE OF REQUEST:

This amount is the remainder of the Friends of the Library donation for the Opening Day Collection that was not originally budgeted for in fiscal year 2011. The City has already received these funds.

ACCOUNT NO.	DESCRIPTION	AMOUNT
100 5551 52620	Library books	26,003
TOTAL		26,003

ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST

FISCAL YEAR 2011

RANK	1	OF	20	REQUEST:	Friends Donation for Collection	DEPARTMENT:	Library
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New Request: ☐ Yes ☐ No ☐ New personnel? ☐ Salary Grade: _____
 Funds already expensed or received? ☐ No ☐ Change Level of current personnel? From: _____ To: _____

PURPOSE/OBJECTIVE OF REQUEST:
 The Friends have donated \$17,000 for the Opening Day Collection for the new library.

ACCOUNT NO.	DESCRIPTION	AMOUNT
100 5551 52620	Library books	17,000
TOTAL		17,000

ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST

FISCAL YEAR 2011

RANK	1	OF	21	REQUEST:	WEDC Sales Tax	DEPARTMENT: WEDC Revenue
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New Request: ☐ Yes ☐ No ☐ New personnel? ☐ Salary Grade: _____
 Funds already expensed or received? ☐ No ☐ Change Level of current personnel? From: _____ To: _____

PURPOSE/OBJECTIVE OF REQUEST:
 To increase the WEDC sales tax revenue from \$1,299,056 to \$1,364,056

ACCOUNT NO.		DESCRIPTION	AMOUNT
111	4000	40210 Sales Tax	65,000
TOTAL			65,000

ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011**

RANK	1	OF	22	REQUEST:	Gerry's Promotion	DEPARTMENT: WEDC
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New Request:

Yes

New personnel?

Salary Grade: _____

Funds already expensed or received?

No

Change Level of current personnel?

From:

To:

PURPOSE/OBJECTIVE OF REQUEST:

To increase expenditures based on the reclassification of Administrative Assistant to Senior Assistant per WEDC Board approval on March 21, 2011.

ACCOUNT NO.		DESCRIPTION	AMOUNT
111	5611	Salaries	2,774
111	5611	TMRS	340
111	5611	Hospital and Life Insurance	23
111	5611	LTD	16
111	5611	FICA	172
111	5611	Medicare	40
111	5611	Workers Comp	24
TOTAL			3,389

ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011**

RANK	1	OF	23	REQUEST:	Gerry's Promotion Offset Expense	DEPARTMENT:	WEDC
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New Request:

Yes

New personnel?

Salary Grade:

Funds already expensed or received?

No

Change Level of current personnel?

From:

To:

PURPOSE/OBJECTIVE OF REQUEST:

To decrease FY 2011 budget by offset of added increase from assistant promotion.

ACCOUNT NO.		DESCRIPTION	AMOUNT
111	5611	58110 Land	-3,389

TOTAL		-3,389
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ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011**

RANK	1	OF	24	REQUEST:	4B Sales Tax	DEPARTMENT: 4B Fund Revenue
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New Request: Yes New personnel? Salary Grade: _____
 Funds already expensed or received? ☐ No Change Level of current personnel? From: To:

PURPOSE/OBJECTIVE OF REQUEST:

To increase the 4B sales tax revenue from \$1,299,056 to \$1,364,056

ACCOUNT NO.		DESCRIPTION	AMOUNT
112	4000	40210 Sales Tax	65,000
TOTAL			65,000

ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011**

RANK	1	OF	25	REQUEST:	Fire Training	DEPARTMENT: Fire Training Center
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New Request: Yes ☐ No ☒ New personnel? ☐ Salary Grade: _____

Funds already expensed or received? ☐ From: _____ To: _____

PURPOSE/OBJECTIVE OF REQUEST:

In order to maintain a functional training field, we need to make several purchases. We are requesting two new training props to assist in forcible entry. The second and larger area of expense will come in the category of maintenance. Also, the existing burn chamber has reached end of life and needs to be replaced. There is a recommendation for a new commercially built unit that will take the place of the existing unit.

ACCOUNT NO.		DESCRIPTION	AMOUNT	
132	5642	52130	Forcible entry simulator	8,000
132	5642	52130	Overhead door entry simulator	3,300
132	5642	52130	Training supplies for simulator	3,000
132	5642	52130	Burn Chamber Replacement	54,685
132	5642	52130	Concrete pad for burn chamber	2,000
132	5642	52130	Materials for installation	2,000
132	5642	52130	Overhead door sensors	1,650
132	5642	56040	Engineer's certification report	1,000
132	5642	56040	Onsite training 3 days simulator	5,000

TOTAL	80,635
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ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011**

RANK	1	OF	26	REQUEST:	Meters	DEPARTMENT: Utility Billing
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New Request: Yes _____ Salary Grade: _____

Funds already expensed or received? ☐ No ☐ Yes _____

Change Level of current personnel? From: _____ To: _____

PURPOSE/OBJECTIVE OF REQUEST:

We had a surplus of meters in the past few years and now we have used all of them. There is a need for additional funding for the purchase of additional new meters to finish the year.

ACCOUNT NO.		DESCRIPTION	AMOUNT
611	5715	58330 Meters/Connections	15,000

TOTAL	15,000
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ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011**

RANK	1	OF	27	REQUEST:	Certification Pay for Employee	DEPARTMENT: Utility Billing
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New Request: ☐ Yes ☐ No New personnel? ☐ Yes ☐ No Salary Grade: _____
 Funds already expensed or received? ☐ Yes ☒ No Change Level of current personnel? From: _____ To: _____

PURPOSE/OBJECTIVE OF REQUEST:

This is to cover the certifications and licenses for the new meter services technician due to the unexpected departure of the former employee.

ACCOUNT NO.		DESCRIPTION	AMOUNT
611	5715	51160	171
		Certification Incentive	
TOTAL			171

ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST

FISCAL YEAR 2011

RANK	1	OF	28	REQUEST:	Statement Billings	DEPARTMENT: Utility Billing
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New Request: ☐ Yes ☒ No New personnel? ☐ Salary Grade: _____
 Funds already expensed or received? ☐ No Change Level of current personnel? From: _____ To: _____

PURPOSE/OBJECTIVE OF REQUEST:
Setup charges for statement billings.

ACCOUNT NO.		DESCRIPTION	AMOUNT
611	5715	54810 Computer Hard/Software	3,000
TOTAL			3,000

ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST

FISCAL YEAR 2011

RANK	1	OF	29	REQUEST:	Public Works Building	DEPARTMENT: Non-Departmental
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New Request:	Yes	New personnel?	Salary Grade:
Funds already expensed or received?	<div>No</div>	Change Level of current personnel?	From: To:

PURPOSE/OBJECTIVE OF REQUEST:
Public Works building improvements.

ACCOUNT NO.		DESCRIPTION	AMOUNT
611	5719	56570 Engineering/Architecture	350,000
TOTAL			350,000

ADDITIONAL COMMENTS:

REQUEST FORM - MIDYEAR BUDGET REQUEST**FISCAL YEAR 2011**

RANK	1	OF	30	REQUEST:	Twin Lakes	DEPARTMENT: Non-Departmental
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New Request:

Yes

New personnel?

Salary Grade:

Funds already expensed or received?

No

Change Level of current personnel?

From:

To:

PURPOSE/OBJECTIVE OF REQUEST:

Twin Lakes Outfall Sewer

ACCOUNT NO.		DESCRIPTION	AMOUNT
611	5719	56640	Utilities - Sewer
			1,200,000

TOTAL	1,200,000
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ADDITIONAL COMMENTS:



Wylie City Council

AGENDA REPORT

Meeting Date: 4-26-11
Department: WEDC
Prepared By: Sam Satterwhite
Date Prepared: 4-20-11

Item Number: 6.
(City Secretary's Use Only)
Account Code:
Budgeted Amount:
Exhibits: 2

Subject

Consider, and act upon, Resolution No. 2011-13(R) approving an Impact Fee Agreement between the City of Wylie and the Wylie Economic Development Corporation.

Recommendation

Motion to approve Resolution No. 2011-13(R) an Impact Fee Agreement between the City of Wylie and Wylie Economic Development Corporation.

Discussion


The Wylie Economic Development Corporation Board of Directors formally requests that the Wylie City Council consider reducing thoroughfare impact fees associated with the construction of a 96,000 square foot industrial facility located at 1405 Martinez Lane. As part of the Ascend Custom Extrusion project which is a public private partnership between Ascend and the WEDC, a \$15 million investment is being made in Wylie along with the initial creation of seventy-five jobs up to two hundred within three to five years. As a component of the project, the WEDC is developing the real property improvements and will lease the same back to Ascend.

The proposed Impact Fee Agreement between the WEDC and City of Wylie provides for the reduction of thoroughfare impact fees from \$202,789.44 to \$41,095.86, or a credit of \$161,693.58. Under Section 395.023 of the Local Government Code, municipalities are able to waive, or credit, fees due from a developer for offsite improvements funded by the developer. In this case, the WEDC replaced 1,865 linear feet of asphalt roadway (Martinez Lane) with a concrete street, curb, and gutters at a construction cost of \$412,524. Section 395.023 allows for the WEDC to request a credit equal to the construction cost of offsite improvements, but the WEDC is not requesting a full credit.

The requested thoroughfare impact fee of \$41,095.86 in addition to all other development fees imposed by the City of Wylie for the Ascend project equals \$108,825. The WEDC is requesting neither a reduction nor waiver of any other fees aside from the thoroughfare impact fee.

On July 20, 2011, the WEDC Board of Directors met to and approved the attached Agreement.

Approved By

	Initial	Date
Department Director	SS	4-20-11
City Manager		4/21/11

RESOLUTION NO. 2011-13(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AUTHORIZING THE MAYOR OF THE CITY OF WYLIE, TEXAS TO APPROVE THE IMPACT FEE AGREEMENT BY AND BETWEEN THE WYLIE ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF WYLIE, TEXAS, FOR THE IMPROVEMENTS TO MARTINEZ LANE; AUTHORIZING THE MAYOR TO EXECUTE SAID IMPACT FEE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1. The Mayor of the City of Wylie, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Wylie, Texas, the Impact Fee Agreement by and between the Wylie Economic Development Corporation and the City of Wylie, Texas, for the improvements to Martinez Lane and authorizing the Mayor to execute the same, a copy of which is attached hereto and incorporated herein by reference for all purposes.

SECTION 2. This Resolution shall take effect immediately upon its passage.

RESOLVED THIS THE 26th DAY OF APRIL, 2011.

Eric Hogue, Mayor

ATTEST TO:

Carole Ehrlich, City Secretary

IMPACT FEE AGREEMENT

(Martinez Lane Improvements)

THIS IMPACT FEE AGREEMENT ("Agreement") is made and entered into as of this 26th day of April, 2011, by and among, the **CITY OF WYLIE, TEXAS**, a Texas home-rule municipality ("City"), and the **WYLIE ECONOMIC DEVELOPMENT CORPORATION**, a Texas Type A corporation ("Developer"), on the terms and conditions hereinafter set forth.

W I T N E S S E T H:

WHEREAS, Developer owns approximately 22± acres of land situated in the E. C. Davidson Survey, Abstract No. 267, City of Wylie, Collin County, Texas, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference ("Property");

WHEREAS, pursuant to §395.023, Texas Local Government Code, and in conjunction with the Developer's development of the Property, Developer made certain offsite improvements to Martinez Lane, from W. Alanis Lane to Highway 78, which included the replacement of 1,865 linear feet of asphalt roadway with a 26.5' wide concrete street with curb and gutter ("Offsite Improvements"); and

WHEREAS, City has investigated and determined that the Offsite Improvements were in the best interests of City and its Citizens; and

WHEREAS, Developer desires to fulfill its obligations to pay thoroughfare impact fees on the Property as described in Ordinance No. 2009-12, as amended ("Impact Fee Ordinance"); and

WHEREAS, in consideration of Developer constructing the Offsite Improvements, City and Developer agree that Developer may fulfill its obligations to pay thoroughfare impact fees in the manner set forth herein

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, City and Developer agree as follows:

1. **Land Subject to Agreement.** The land that is subject to this Agreement is the Property. Developer represents that it is the sole owner of the Property.

2. **Offsite Improvements.** (a) In May 2007, Developer, at its sole cost and expense, constructed and completed, and City subsequently finally accepted the Offsite Improvements.

(b) Developer represents that the actual construction costs for the construction of the Offsite Improvements was Four Hundred Twelve Thousand, Five Hundred Twenty-Four and 00/100 Dollars (\$412,524.00) ("Construction Costs"). Developer acknowledges and agrees that City is relying upon Developer's engineer's representation and warranty of the Construction Costs.

3. **Thoroughfare Impact Fees.** The thoroughfare impact fees due on the Property under the Impact Fee Ordinance are Two-Hundred Two Thousand, Seven Hundred Eight-Nine and 44/100 Dollars (\$202,789.44) ("**Thoroughfare Impact Fees**"). This Agreement shall only apply to thoroughfare impact fees due on the Property under the Impact Fee Ordinance. Developer has requested that City provide a partial credit of the Thoroughfare Impact Fees in the amount of One Hundred Sixty-One Thousand, Six Hundred Ninety-Three and 58/100 Dollars (\$161,693.58) ("**Credit**") in accordance with §395.023, Texas Local Government Code, because Developer constructed the Offsite Improvements, City agrees to apply the Credit toward the Thoroughfare Impact Fees due on the Property. Developer agrees to tender to City the remaining Thoroughfare Impact Fees owed on the Property simultaneously with its execution of this Agreement.

4. **Limitation of Liability.** Notwithstanding anything to the contrary herein, the parties agree and acknowledge that City shall not, under any circumstance, be required to tender, provide a credit and/or be liable to Developer for, any reimbursement of, credit and/or payment of any monies with regard to the matters set forth herein, save and except as provided in **Paragraph 3** above.

5. **Covenant Running with Land.** This Agreement shall be a covenant running with the land and the Property and shall be binding upon Developer, its officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees.

6. **Limitations of Agreement.** The parties hereto acknowledge that this Agreement is limited to the matters specifically addressed herein. City ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, impact fees for water and sewer, park fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to City under any ordinance, whether now existing or in the future arising.

7. **Vested Rights/Chapter 245 Waiver.** The signatories hereto shall be subject to all ordinances of City, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code, and nothing in this Agreement provides City with fair notice of any Developer's project. **DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE RELATED TO THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

8. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Developer.

9. **Developer's Warranties/Representations.** All warranties, representations and covenants made by Developer in this Agreement or in any certificate or other instrument

delivered by Developer to City under this Agreement shall be considered to have been relied upon by City and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by City or on City's behalf.

10. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

11. **Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

12. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

13. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

14. **Authority to Execute.** This individuals executing this Agreement on behalf of the respective party below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof. The parties agree that the performance by the parties under this Agreement is authorized by Section 212.071, *et. seq.* of the Texas Local Government Code.

15. **Savings/Severability.** In case one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. **Representations.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

17. **Sovereign Immunity.** The parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

18. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

19. **Assignment/Binding Effect.** This Agreement may not be assigned without the prior written consent of City.

20. **Reference to Developer.** When referring to “Developer” herein, this Agreement shall refer to and be binding upon Developer, and its officers, directors, partners, employees, representatives, contractors, agents, successors, assignees, vendors, grantees and/or trustees.

21. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to become effective on the latest day as reflected by the signatures below.

CITY:

CITY OF WYLIE, TEXAS

By: _____
Eric Hogue, Mayor

Date: _____

DEVELOPER:

WYLIE ECONOMIC DEVELOPMENT
CORPORATION

By: _____
Marvin Fuller, President

Date: _____

STATE OF TEXAS: §
 §
COUNTY OF COLLIN: §

BEFORE ME, the undersigned authority, on this day personally appeared Mayor Eric Hogue known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she is the duly authorized representative for the **CITY OF WYLIE, TEXAS**, and she executed said instrument for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of April, 2011.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS: §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Marvin Fuller, President of the **WYLIE ECONOMIC DEVELOPMENT CORPORATION**, a Texas Type A corporation, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2011.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY

WHEREAS, Wylie Economic Development Corporation and, SAF-Holland, Inc. are the owners of a tract of land situated in the E.C. Davidson Survey, Abstract No. 267, in the City of Wylie, Collin County, Texas, being all of Lot 1 of the Holland Hitch Addition, an addition to the City of Wylie, Texas, according to the plat thereof recorded in Volume N, Page 257 in the Map Records of Collin County, Texas (MRCCT) and, being all of Lot 2R of Premier Plaza, an addition to the City of Wylie, Texas, according to the plat thereof recorded in Volume 2010, Page 240 MRCCT, and being more particularly described as follows;

BEGINNING at a 5/8-inch iron rod found at the north end of a corner clip at the intersection of the east line of Martinez Lane (50 foot right-of-way) with the south line of State Highway No. 78 (variable right-of-way), at the northwest corner of said Lot 1, said point also being the southwest corner of a tract of land as described in deed to The Collins Property Company recorded under Clerk's File No. 92-0076955 in the Deed Records of Collin County, Texas (DRCCT);

THENCE S 88°35'31" E, along the south line of said Collins Property Company tract, at a calculated distance of 600.89 feet passing the southwest corner of the Wylie Mobil Home Park, an addition to the City of Wylie, Texas, according to the plat thereof recorded in Volume D, Page 108 MRCCT, continuing along the south line of said Wylie Mobile Home Park, in all a distance of 678.25 feet to a 5/8-inch iron rod with plastic cap stamped "Sparr Surveys" set at the northwest corner of the remainder portion of that same tract of land as described in deed to Henry Martinez recorded in Volume 626, Page 54 DRCCT as identified by the final plat of said Holland Hitch Addition;

THENCE S 00°47'37" W, departing the south line of said Wylie Mobile Home Park, along the west line of said Martinez remainder tract, 5.02 feet to a 5/8-inch iron rod found;

THENCE S 89°13'18" E, along the south line of said Martinez remainder tract and north line of Lot 2R of said Premier Plaza, 418.68 feet to a 5/8-inch iron rod found at the easterly corner of said Martinez remainder tract and the southeast corner of said Wylie Mobile Home Park, said point also being the southwest corner of a tract of land as described in deed to Bariatric Care Center of TX, Inc. recorded in Volume 4621, Page 1555 DRDCT;

THENCE S 89°42'08" E, along the south line of said Bariatric Care Center tract, 96.58 feet to a 5/8-inch iron rod found at the northwest corner of the replat of Westwind Meadows No. 2, an addition to the City of Wylie, Texas, according to the plat thereof recorded in Volume C, Page 706 MRCCT;

THENCE S 00°23'42" E, departing the south line of said Bariatric Care Center tract, along the west line of said Westwind Meadows No. 2, 349.32 feet to a 1/2-inch iron rod found at the southwest corner of said Westwind Meadows No. 2, same being the northwest corner of Westwind Meadows No. 3, an addition to the City of Wylie, Texas, according to the plat thereof recorded in Volume F, Page 643 MRCCT;

THENCE S 00°43'15" E, along the west line of said Westwind Meadows No. 3, at a calculated distance of 691.66 feet passing the southwest corner of said Westwind Meadows No. 3, same being the northwest corner of a tract of land as described in deed to Milford Founders, Ltd. recorded in Volume 5549, Page 4484 DRCCT, continuing along the west line of said Milford Founders tract, in all a distance of 825.70 feet to a 5/8-inch iron rod with plastic cap stamped "Sparr Surveys" found at the northeast corner of a tract of land as described in deed to Edna J. Pockrus recorded in Volume 3175, Page 185 DRCCT;

THENCE S 89°11'31" W, departing the west line of said Milford Founders tract, along the north line of said Pockrus tract, at 210.38 feet passing a 1/2-inch iron rod found at the northwest corner of said Pockrus tract, same being the northeast corner of said Creek Bend Industrial Park, continuing along the north line of said

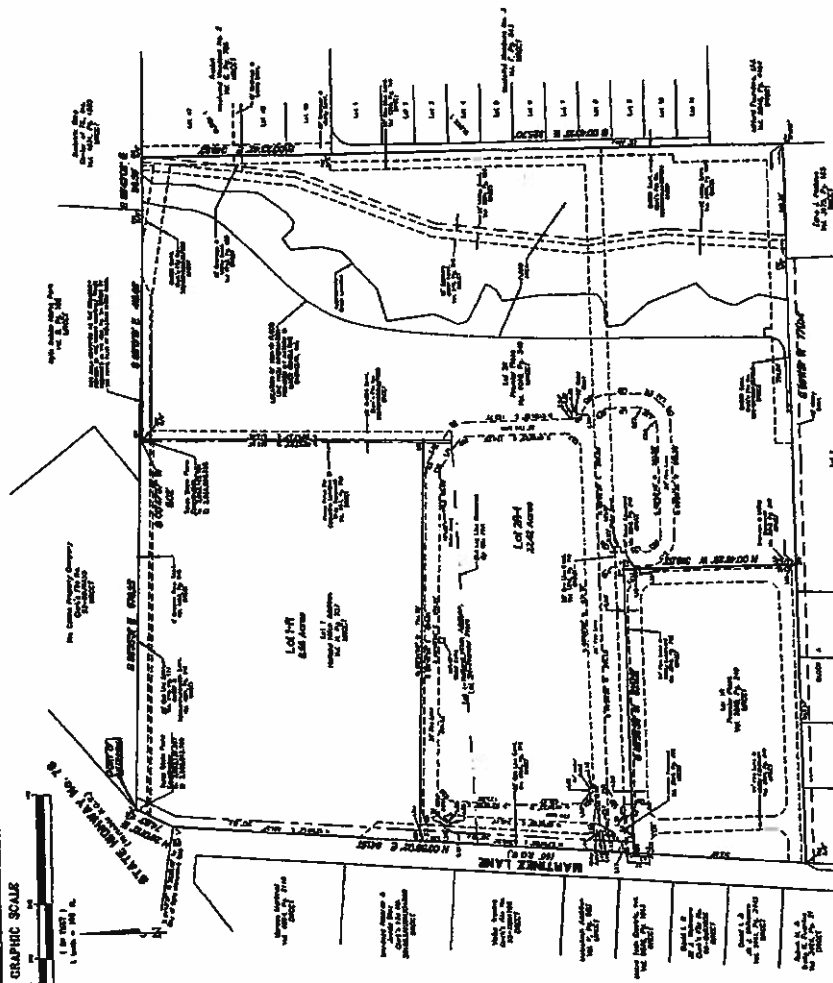
Creek Bend Industrial Park, in all a distance of 771.04 feet to a 5/8-inch iron rod with plastic cap stamped "Sparr Surveys" set at the southeast corner of Lot 1R of said Premier Plaza;

THENCE N 00°48'29" W, departing the north line of said Creek Bend Industrial Park, along the east line of said Lot 1R, 316.53 feet to a 5/8-inch iron rod with plastic cap stamped "Sparr Surveys" set at the northeast corner of said Lot 1R;

THENCE S 88°58'38" W, along the north line of said Lot 1R, 521.08 feet to a 5/8-inch iron rod with plastic cap stamped "Sparr Surveys" set in the east line of said Martinez Lane;

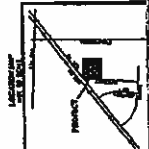
THENCE N 03°56'02" E, along the east line of said Martinez Lane, 841.51 feet to a 5/8-inch iron rod with plastic cap stamped "Sparr Surveys" set at the south end of said corner clip;

THENCE N 26°01'13" E, along said corner clip, 74.53 feet to the POINT of BEGINNING and CONTAINING 30.98 acres of land.



2010-352

John

[illegible][illegible]

Concluding Remarks

[illegible][illegible]

TRUCKS is a quarterly U.S. magazine for truck buyers and lessees. Published by the American Trucking Associations, it contains information on new trucks, trailers, and accessories. It also features articles on trucking industry trends and regulations. The magazine is published by the American Trucking Associations, 1000 North 17th Street, Arlington, VA 22209. Subscription price is \$10.00 per year. Single copies are \$3.00. The magazine is published by the American Trucking Associations, 1000 North 17th Street, Arlington, VA 22209. Subscription price is \$10.00 per year. Single copies are \$3.00.

[illegible][illegible][illegible]

NEWS, THUNDERBOLT, BOMB! ALL CITY IN TENSE PRELIMINARIES

The City of Chicago must publicly address and then be held to public account for the actions of its police, fire, and public works departments, each of which is responsible for the safety and well-being of the city's residents. The City of Chicago must publicly address and then be held to public account for the actions of its police, fire, and public works departments, each of which is responsible for the safety and well-being of the city's residents. The City of Chicago must publicly address and then be held to public account for the actions of its police, fire, and public works departments, each of which is responsible for the safety and well-being of the city's residents.

[illegible]

STATE OF TEXAS,
 COUNTY OF DALLAS.
 I, _____, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of said County.

 Clerk of said County.

Newspapers 6-30-14

Solving Problem 1 or
The State of Texas

My Commissioner's
Expense

TEXAS STATE BOARD OF ACCOUNTS
JAN 28 1915

[illegible]

**Is there a need for a new
generation of leaders?**

Dear reader we thank you for your order, 202 copy of NOVEMBER, 1964.
 The enclosed invoice is for the amount of \$1.00.
 If you have any questions, please write to the publisher, NOVEMBER,
 1000 10th Avenue, New York, N.Y. 10018.
 Sincerely,
John F. Kennedy
 Editor, NOVEMBER

[illegible]


 COUNTY OF LOS ANGELES
 \$ 1425.00
 Superior Performing
 Liquidatorship No. 2501
 Total Due

[illegible]

THE UNIVERSITY OF CHICAGO
LIBRARY

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HOLLAND HITCH ADDITION
 SMALL PLAT
 LOTS 1-8 and 28-31
 SEND A REPLY OF
 LOT 28
 PREMIER PLAZA
 Volume 2010, Page 240
 LOT 2

HOLLAND HITCH ADDITION
Volume N, Page 287
Map Macorda Collins County, Texas
Woods Blinded in MC
E.C. DAVIDSON SURVEY, ABSTRACT NO. 287
CITY OF STUPE
COLLIN COUNTY, TEXAS

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Wylie City Council

AGENDA REPORT

Meeting Date: April 26, 2011
Department: Public Services
Prepared By: Mike Sferra
Date Prepared: April 21, 2011

Item Number: 7.
(City Secretary's Use Only)
Account Code: 447-5447-56510 Project 7CA
Budgeted Amount: \$1,495,000
Exhibits: 2

Subject

Consider, and act upon, Resolution No. 2011-14(R) rejecting the bids for Community Park Improvements.

Recommendation

Motion to approve Resolution No. 2011-14(R) rejecting the bids for Community Park Improvements.

Discussion

Bids for Community Park Improvements were received on Wednesday, April 20, 2011. The lowest base bid exceeds the amount of budgeted funding for the project. After discussion with the consultant, staff is recommending that the bids be rejected.

Approved By

Department Director

City Manager

Initial

MS

MM

Date

4-21-2011

4/21/11

RESOLUTION NO. 2011-14(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, REJECTING ANY AND ALL BIDS SUBMITTED FOR THE 2011 COMMUNITY PARK IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wylie, Texas (“Wylie”) staff (“City Staff”) received bids for the 2011 Community Park Improvements by the April 20, 2011 deadline (“Project”); and

WHEREAS, upon opening the bids, City Staff determined that all of the bids exceeded the amount of available funding for the Project; and

WHEREAS, based upon the recommendation of City Staff and pursuant to the authority granted by Section 252.043(f), Texas Local Government Code, the City Council of Wylie (“City Council”) has investigated and determined that it is in the best interest of the citizens of Wylie to reject any and all bids submitted for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE:

SECTION 1: The City Council hereby rejects any and all bids submitted for the Project Improvements based upon the recommendation of City Staff and pursuant to the authority granted by Section 252.043(f), Texas Local Government Code.

SECTION 2: This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas this 26th day of April, 2011.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary

2011 Community Park Improvements

City of Wylie, Texas

Bid Opening: April 20, 2011

Bid Item	Schmoldt Construction	JDC Construction	Fain	K.W. Brown Construction	North Texas Contracting
Base Bid	\$ 1,590,000	\$ 1,700,000	\$ 1,769,000	\$ 1,826,000	\$ 2,124,385
Alt. A - Parking for 156 Spaces	\$ 225,000	\$ 363,000	\$ 395,000	\$ 337,044	\$ 295,000
Alt. B - Pvmt. Markings for 156 Spaces	\$ 1,100	\$ 5,000	\$ 6,750	\$ 3,724	\$ 6,000
Alt. C - Landscape and Irr for 156 Spaces	\$ 17,000	\$ 20,000	\$ 17,350	\$ 19,645	\$ 19,000
Alt. D - Parking for 287 Spaces	\$ 370,000	\$ 516,000	\$ 586,000	\$ 503,504	\$ 427,000
Alt. E - Pvmt. Markings for 287 Spaces	\$ 2,200	\$ 6,000	\$ 8,900	\$ 6,160	\$ 8,000
Alt. F - Landscape and Irr for 287 Spaces	\$ 38,000	\$ 30,000	\$ 18,000	\$ 38,528	\$ 37,000
Alt. G - Concession Stand - Jim Wilson	\$ 380,000	\$ 650,000	\$ 495,000	\$ 355,802	\$ 540,000
Alt. H-1 - Concession Stand - 14'x24'	\$ 97,000	\$ 200,000	\$ 172,000	\$ -	\$ 85,000
Alt. H-2 - Concession Stand - 24'x36'	\$ 117,000	\$ 300,000	\$ 226,000	\$ -	\$ 175,000
Alt. I - Football Field Improvements	\$ 70,000	\$ 83,000	\$ 91,000	\$ 74,162	\$ 110,000
Alt. J - Cooper Field Irrigation & Sod	\$ 39,000	\$ 55,000	\$ 40,000	\$ 44,252	\$ 40,000
Alt. K - 8 Bleacher Covers	\$ 16,500	\$ 67,000	\$ 16,000	\$ 16,128	\$ 85,000
Alt. L - 8 New Bleachers	\$ 30,400	\$ 32,000	\$ 30,000	\$ 31,746	\$ 15,000
Alt. M - Plaza & Infield Lighting Package	\$ 97,000	\$ 108,000	\$ 103,000	\$ 160,892	\$ 115,000
Alt. N - Outfield Lighting Package	\$ 135,000	\$ 151,000	\$ 144,000	\$ 184,276	\$ 155,000
Alt. O - Light Pole Relocation	\$ 5,700	\$ 7,000	\$ 6,700	\$ 3,248	\$ 6,000
Alt. P - Landscaping and Seeding Plaza	\$ 20,000	\$ 40,000	\$ 18,000	\$ 127,504	\$ 125,000
Total with All Alternates	\$ 3,250,900	\$ 4,333,000	\$ 4,142,700	\$ 3,732,615	\$ 4,367,385